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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, September 23, 2013
7:00 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

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

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT AGENDA

a. Council minutes dated September 9, 2013

b. Resolution No. 1081 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of A Two-Year Agreement With Corvus Janitorial Systems To Provide Cleaning Services At The Creve Coeur Government Center For A Monthly Fee Of \$2,207 (\$26,484 Annually).
Summary: Approval of this two-year contract will provide custodial services at the Government Center for an annual savings of \$6,392 over the previous contract.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated September 17, 2013 in the amount of \$544,245.65 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5451 - An Ordinance Ordering The Levy And Establishment Of The Rates Of Annual Taxes For Municipal Purposes In The City Of Creve Coeur For The Year 2013. Final Reading and Passage

Summary: An ordinance to set the property tax rates for 2013.



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3. Bill No. 5452 - An Ordinance Amending Title II, Chapter 205, of the Code of Ordinances of the City of Creve Coeur, Regarding Dangerous Animals.

First Reading

Summary: An Ordinance that regulates ownership of animals in order to protect public health, safety and welfare.

NEW BUSINESS

4. Bill No. 5453 - An Ordinance Authorizing A Master Sign Plan For Whitfield School Located At 175 S. Mason Road And Zoned "A" Single Family Residential. First Reading

Summary: Andy Seabacher, of M+H Architects, Inc., on behalf of Whitfield School, has submitted an application for a Master Sign Plan for the campus at 175 S. Mason Road, pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances, to include new signage throughout the campus. Planning and Zoning Commission recommended approval on September 16, 2013.

5. Bill No. 5454 - An Ordinance Approving A Final Subdivision Plat For A Subdivision Known As The Villas On Mosley, City Of Creve Coeur, St. Louis County, Missouri. First Reading

Summary: An application has been submitted by Benton Homebuilders, Inc. for approval of a final plat of a subdivision known as Villas on Mosley south of Olive Boulevard and east of N. Mosley Road. The final plat of the Villas on Mosley subdivision conforms to the residential design development and preliminary plat reviewed by the Planning and Zoning Commission and approved by the City Council on January 28, 2013, Ordinance No. 5294. Planning and Zoning Commission recommended approval on September 16, 2013.

6. Bill No. 5455 - An Ordinance Authorizing An Amendment To The Conditional Use Permit For The Creve Coeur Racquet Club, Located At 12691 Conway Road, To Allow Installation Of Two Platform Tennis Courts. First Reading

Summary: An application was submitted by Dan Apted, on behalf of the Creve Coeur Racquet Club, for an amendment to their conditional use permit (CUP) to allow the installation of two new platform tennis courts on Club property with a coverage area of less than 5,000 square feet or 10% of the total site area. Under Section 405.210 Table A, all Fitness and Recreational Sports Centers (NAICS # 713940) in the "A", Single-family Detached Residential zoning district require the issuance of a CUP as provided in Section 405.1070, Conditional Use Permits.



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The CUP originally authorized for the Creve Coeur Racquet Club by Ordinance #486, as subsequently amended by Ordinance #1593. Planning and Zoning Commission recommended approval on September 16, 2013. Planning and Zoning Commission recommended approval on September 16, 2013.

BUSINESS FROM THE MAYOR and CITY COUNCIL

7. Farmers Market

Summary: Kirsten Barnes and Theresa Bradshaw will provide a summary and update regarding their research into establishing a Creve Coeur Farmers Market, as suggested by Council Members Saunders, Hoffman and Lawrence.

BUSINESS FROM CITY ADMINISTRATOR

8. Government Center Space Needs and Feasibility Study

Summary: Staff will provide an update on this project.

9. Review of final draft of the 2014-2019 Trash and Recycle bid document.

Summary: After meeting with Council on August 12 to discuss the desired services for the 2014-2019 Trash and Recycle Services bid, staff drafted a draft document. Reviews have been completed by staff, the HEB Committee and the City Attorney. Revisions have been made to the draft document in response to the comments from each review. Staff is requesting guidance from the Council members whether more revisions are necessary or we can proceed with the bid process using the attached draft bid document #4.

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

Posted: _____ posted 9/20/2013

Deborah Ryan, MPCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, September 09, 2013
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 Glantz at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, September 9, 2013.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation and asked for a moment of silence in remembrance of September 11th.

ROLL CALL

Mayor Glantz	Mayor
Ms. Kramer	Council Member Ward I – (arrived at 7:59 p.m.)
Mr. Kreuter	Council Member Ward I – (arrived at 7:59 p.m.)
Mrs. Lawrence	Council Member Ward II
Mr. Wang	Council Member Ward II
Mrs. D'Alfonso	Council Member Ward III
Mr. Hoffman	Council Member Ward III
Mrs. Rhoades	Council Member Ward IV
Mr. Saunders	Council Member Ward IV

COMMENTS FROM THE GENERAL PUBLIC

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

PUBLIC HEARING - Proposed Property Tax Rates For 2013

A presentation was made by Dan Smith, Finance Director regarding the proposed property tax rates for 2013.

The following people spoke regarding the proposed property tax rate for 2013:

- Robert Kent
- Steve Wasserman

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

ACCEPTANCE OF AGENDA



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

Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye

The vote on the motion being 6 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 AGEND

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

a. Council minutes dated August 26, 2013

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

Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye

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

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated September 4, 2013 in the amount of \$230,459.88 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 2. Bill No. 5447 - An Ordinance Repealing Conditional Use Permit Ordinances Number 1954 And 2067 And Authorizing The Issuance Of**



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A New Conditional Use Permit For A 5,190 Square-Foot Full Service Restaurant Located At 12316 Olive Boulevard Within Westgate Center. Final Reading and Passage

City Clerk read Bill No. 5447 for the final time.

Council Member Wang moved, seconded by Council Member Hoffman to approve Bill No. 5447, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5447 becomes Ordinance No. 5328.

3. Bill No. 5448 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For A 2,750 Square-Foot Martial Arts Instruction Studio Located At 12392 Olive Boulevard Within Westgate Center. Final Reading and Passage

City Clerk read Bill No. 5448 for the final time.

Council Member Wang moved, seconded by Council Member Saunders to approve Bill No. 5448, with the vote upon such motion being as follows, to-wit:

Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5448 becomes Ordinance No. 5329.

4. Bill No. 5449 - An Ordinance Amending Ordinance Number 5296 Authorizing An Expansion To The Restaurant Space For A 758 Square-Foot Storage Room For The Restaurant Located At 763 Old Ballas Road Within The Old Ballas Place Building. Final Reading and Passage



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City Clerk read Bill No. 5449 for the final time.

Council Member Lawrence moved, seconded by Council Member Wang to approve Bill No. 5449, with the vote upon such motion being as follows, to-wit:

Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5449 becomes Ordinance No. 5330.

**5. Bill No. 5450 - An Ordinance Amending The Adopted 2013-2014
General Fund And Capital Fund Budgets Of The City Of Creve Coeur
By Authorizing Additional Appropriations And Unappropriations
From Operating Departments. Final Reading and Passage**

City Clerk read Bill No. 5450 for the final time.

Council Member Hoffman moved, seconded by Council Member Saunders to approve Bill No. 5450, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye

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

**6. Bill No. 5446 - An Ordinance Authorizing The Issuance Of A New
Conditional Use Permit For A 6,817 Square-Foot Religious
Organization, Known As Crossroads Presbyterian Fellowship,
Located At 11118 Olive Boulevard. Final Reading and Passage**

City Clerk read Bill No. 5446 for the final time.

Council Member Wang moved, seconded by Council Member Hoffman to approve Bill No. 5446.

Daniel Song, applicant stated they are asking for leniency for burial of overhead utility lines as it poses a financial burden.



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Council Member Hoffman moved, seconded by Council Member Saunders to delete condition 6 from Section 2.

Council Member Rhoades asked to estimated cost.

Mr. Song stated approximately \$15,000.

Council Member D'Alfonso asked if we were setting precedent by not requiring them to bury the utility lines.

Paul Langdon stated the nature of the conditional use permit; it is inherently case by case. There is not a direct connection, but establishes a line of thinking.

Council Member Hoffman stated we should consider that this is a not for profit, religious organization.

Council Member D'Alfonso stated she is hesitant to delete the section complete.

Council Member Hoffman and Saunders both withdrew their motion and second.

Council Member Lawrence moved, seconded by Council Member Wang to amend Item 6, Section 2 to change 30 months to 60 months, with the vote upon such motion being as follows, to-wit:

Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye

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

Council Member Lawrence moved, seconded by Council Member Hoffman to amend Item 4, Section 6 by adding, “excluding any painted finishes on the brick exterior”, with the vote upon such motion being as follows, to-wit:

Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye



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

Mayor Glantz called the question to approve Bill No. 5446 as amended, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5446 becomes Ordinance No. 5332.

7. Bill No. 5432 - An Ordinance Amending Section 405.390.D.2.A Of The Zoning Code Of The City Of Creve Coeur, Missouri To Increase The Maximum Density And Increase The Maximum Floor Area Ratio That May Be Requested For Any Planned Residential Development Proposal. Final Reading and Passage

City Clerk read Bill No. 5432.

Council Member Hoffman moved, seconded by Council Member Saunders to defer Bill No. 5432 to Item 13A, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye

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

NEW BUSINESS

8. Bill No. 5451 - An Ordinance Ordering The Levy And Establishment Of The Rates Of Annual Taxes For Municipal Purposes In The City Of Creve Coeur For The Year 2013. First Reading

City Clerk read Bill No. 5451 for the first time.

9. Bill No. 5452 - An Ordinance Amending Title II, Chapter 205, of the Code of Ordinances of the City of Creve Coeur, Regarding Dangerous Animals. First Reading



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City Clerk read Bill No. 5452 for the first time.

10. Resolution No. 1077 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With Leritz Contracting, Inc., For The Chasselle Lane Roadway Improvements Project As Part Of The Street Repair Program For The 2014 Fiscal Year For The Amount Of \$ 259,734.50.

City Clerk read Resolution No. 1077.

Council Member Hoffman moved, seconded by Council Member Wang to approve Resolution No. 1077.

Matt Wohlberg gave a presentation on the project and stated there will be a meeting with the subdivision residents before construction begins.

Mayor Glantz called to question the approval of Resolution No. 1077, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye

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

* - Council Members Kreuter and Kramer entered the Council Chambers at 7:59 p.m.

11. Resolution No. 1078 – A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With George Butler Associates, Inc., For Professional Construction Inspection Services Related To The Chasselle Lane Roadway Improvements Project For The Amount Of \$29,925.00.

City Clerk read Resolution No. 1078.

Council Member Wang moved, seconded by Council Member Hoffman to approve Resolution No. 1078.

Matt Wohlberg made a presentation regarding this contract.

Council Member Rhoades asked if there was any downside to have the same company that engineered the project, inspect the same project.



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Matt Wohlberg stated no.

Mayor Glantz asked what the city's role would be in the project.

Matt Wohlberg stated the contractor would be an extension of the staff and would be providing weekly project reports to staff.

Mayor Glantz called the question to approve Resolution No. 1078, with the vote upon such motion as follows, to-wit:

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

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

12. Resolution No. 1079 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With N. B. West Contracting Company For The Chilton Culvert Rehabilitation Project As Part Of The Stormwater Capital Improvements Plan For The 2014 Fiscal Year For The Amount Of \$122,811.00.

City Clerk read Resolution No. 1079.

Council Member Saunders moved, seconded by Council Member Hoffman to approve Resolution No. 1079.

Matt Wohlberg gave a presentation on the project

Mayor Glantz called the question for the approval of Resolution No. 1079, with the vote upon such motion being as follows, to-wit:

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



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Council Member Lawrence – Aye

Council Member Kramer – Aye

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

13. Resolution No. 1080 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of An Agreement With International Truck & Engine Corp. For The Purchase Of A 2013 International Diesel Powered Two-Ton Dump Truck With A Stainless Steel Salt Spreader With Calcium Chloride Saddle Tanks And A 10 Foot Snow Plow For An Amount Of \$118,608.

City Clerk read Resolution No. 1080.

Council Member Saunders moved, seconded by Council Member Wang to approve Resolution No. 1080.

Robert Kent resident of 13084 Fern Trails Lane asked how many miles are on the 2004 and the 1999.

Jim Heines stated he doesn't have those numbers currently; however the two trucks that are being taken to auction are in disrepair. Mr. Heines stated he will follow up with Mr. Kent.

Mayor Glantz called the question to approve Resolution No. 1080, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye

Council Member Wang – Aye

Council Member D'Alfonso – Aye

Council Member Rhoades – Aye

Council Member Kramer – Aye

Council Member Lawrence – Aye

Council Member Hoffman – Aye

Council Member Saunders – Aye

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

Council Member Wang moved, seconded by Council Member Saunders to go into Executive Session to discuss attorney – client matters at 8:12 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye

Council Member Wang – Aye

Council Member D'Alfonso – Aye



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Council Member Rhoades - Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye

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

Council Member Hoffman moved, seconded by Council Member Saunders to adjourn Executive Session at 8:22 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member Wang - Aye
Council Member Hoffman – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso - Aye
Council Member Kramer – Aye
Council Member Kreuter- Aye

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

7. Bill No. 5432 - An Ordinance Amending Section 405.390.D.2.A Of The Zoning Code Of The City Of Creve Coeur, Missouri To Increase The Maximum Density And Increase The Maximum Floor Area Ratio That May Be Requested For Any Planned Residential Development Proposal. Final Reading and Passage

Council Member Hoffman moved, seconded by Council Member Saunders to approve Bill No. 5432.

Paul Langdon gave an updated presentation regarding this application.

Council Member Wang stated he always thought the FAR did not include parking. This overall, will cause less problem and logically the correct answer.

Paul Langdon stated FAR would probably be better if we did include all floor area of all things with adjusted ratios but that is not where the majority of the market is.

Brad Goss of 120 South Central Ste 700, Clayton stated the applicant wants to reiterate that they modified the proposal to reduce the maximum number of units requested to 30 units per acre and not 40 units per acre. Applicant agrees with the approach of the FAR as the proposed project was calculated without the parking and meets the requirement for .6 FAR based on that calculation. Applicant is requesting Council approve this text amendment as they have listened



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to the residents carefully, understand their concerns and are prepared to address the concerns. Unable to address them until the text amendment passes.

JoEllen Reinwart resident of 212 Stoneyview Ct stated she is concerned that the proposed development will adversely impact their property due to the increase in stormwater runoff. Concerned that the buffer that shields the noise from Old Olive will be removed. Residents are requesting written verification that the trees will be replaced with like trees at least 25 foot in height as well as the ground cover.

Carla Hickey resident of 148 Glen Ridge Ln and trustee of the Willowbrook Subdivision stated the homeowners have concerns with the proposed development in regards to traffic and density. Unincorporated St. Louis County residents are requesting that they be included in future discussions and actions of the proposed development.

Paul Langdon stated the city does include St. Louis County residents within 300 feet surrounding any proposed development for any public notices. Notices will not be sent to all of the Willowbrook residents but approximately half should receive information. Paul Langdon stated if the speaker would leave their name and number staff will be certain that the information is sent to the trustees.

Council Member Kreuter moved, seconded by Council Member Saunders to amend Bill No. 5432 by amending Section 1, D.2.a(2) and change forty (40) units per acre to thirty (30) units per acre, with the vote upon such motion being as follows, to-wit:

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

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

Council Member Rhoades stated she is in favor of proceeding as the city has been regarding FAR.

Carl Lumley stated staff will interpret a favorable vote that .6 would be acceptable relative to the current design. If Council Members are not comfortable with continuing the same definition as in the past then staff will need to be directed.

Mayor Glantz called the question to approve Bill No. 5432 as amended, with the vote upon such motion being as follows, to-wit:



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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5432 becomes Ordinance No. 5333.

APPOINTMENTS

14. Olive TDD Board Appointments

Council Member Kreuter moved, seconded by Council Member Kramer to appoint Barry Glantz to replace Harold Dielmann on the Olive TDD Board and appoint AJ Wang to replace Beth Kistner, each for a term that expires September, 2016, with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Nay
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 1 nay, motion carried.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

15. Food Trucks

Mark Perkins stated this is an item that Council has discussed on a couple of occasions. Staff worked with the Chamber of Commerce to poll our area businesses and received some responses from residents and the responses were mostly favorable. Staff is looking for any additional discussion or comments from the Council. The next step would be for staff to develop some regulations and permitting process. Staff will model ordinance after other cities that allow food trucks and is looking for any comments from Council.



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Council Member Wang stated he looks at food trucks favorably and doesn't view them any differently than an ice cream truck.

Council Member D'Alfonso asked if there were any complaints about food trucks.

Mark Perkins stated food trucks are not supposed to be operating within the city limits, except currently allow them as caterers and can obtain a very limited permit. Current ordinance is not very favorable to food trucks.

Council Member Saunders stated there is a perception that there is a lot of capacity for dining within the city of Creve Coeur and doesn't feel that we are in an area that is overly competed. Council Member Saunders stated he is in favor of trying out for a year and revisit to review the successes and failures.

Council Member Kramer stated there are some great opportunities to bring specialty foods to the area.

Council Member Hoffman stated he is in favor of them and suggested the hospital campuses.

Robert Kent resident of 13084 Fern Trails Ln stated staff did a good job on researching this issue.

Council Member D'Alfonso stated she is in favor of food trucks and has a concern at the parks that they don't park too close to where children would be playing.

Council Member Lawrence stated this is a great idea and requested that staff insure that health certificates and liability insurance are required.

Council Member Hoffman moved, seconded by Council Member Kramer to go into Executive Session to discuss real estate and attorney - client matters at 9:09 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Rhoades - Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, September 09, 2013
7:00 PM

Council Member Wang moved, seconded by Council Member Saunders to adjourn Executive Session at 9:17 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member Wang - Aye
Council Member Hoffman – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso - Aye
Council Member Kramer – Aye
Council Member Kreuter- Aye

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

Council Member Wang moved, seconded by Council Member Saunders to adjourn at 9:17 p.m., with the vote upon such motion being as follows, to-wit:

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

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF A TWO-YEAR AGREEMENT WITH CORVUS JANITORIAL SYSTEMS TO PROVIDE CLEANING SERVICES AT THE CREVE COEUR GOVERNMENT CENTER FOR A MONTHLY FEE OF \$2,207 (\$26,484 ANNUALLY).

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide clean and presentable work spaces as well as public spaces at the Government Center; and

WHEREAS, outsourcing the custodial services at the government Center has proven to be a more cost effective way to clean the facility; and

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

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

Section 1: The agreement between Corvus Janitorial Systems and the City of Creve Coeur to provide custodial services at the Government Center for \$2,207 per month or \$26,484 annually is hereby approved. The agreement as executed shall be consistent with the provisions and intent of this Resolution and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 23th day of September, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: September 17, 2013

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Award a Two-Year Contract for Custodial Services at the Government Center

History of Outsourcing Custodial Services

In December of 2010 city staff evaluated the cost to provide in house custodial services in comparison to outsourcing these services. It was determined that outsourcing the cleaning services was a more efficient and the city entered into a contract (\$17,040 annually) to clean the second level of the building. One worker was reassigned and another worker retired when their position was eliminated.

In December of 2011, the contract was modified with Building Stars and the scope of cleaning services was expanded to cover the Police Department and some public areas on the first level, thus custodial services for almost the entire building have been outsourced at a significant savings to the city. The annual cost to provide the new services was \$ \$16,200 resulting in a total annual cost of \$33,240 for the two contracts.

Recent Bidding of Custodial Services

On August 23, 2013 Public Works staff received seven bids for the custodial services contract. The requested services were of the same level as under the previous two contract with Building Stars. A more detailed bid summary is attached for your convenience, however the bid results is listed below:

<u>Company</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Corvus Janitorial Systems	\$2,207.00	\$26,848.00
ISS Facility Services	\$2,338.57	\$28,062.84
Coverall Health based Cleaning Services	\$2,364.00	\$28,368.00
Innovative Commercial Cleaning	\$2,600.00	\$31,200.00
Jan-Pro Cleaning Services	\$2,625.00	\$31,500.00
Building Stars	\$2,650.00	\$31,800.00
Clark From the Heart Cleaning Services	\$2,685.00	\$32,220.00

After reviewing the bids, Public Works staff met with representatives from the low bidder Corvus Janitorial to discuss the details of the contract and expectations of the city. Corvus Janitorial Systems is prepared to begin providing custodial service for the city on November 1, 2013. This will allow a thirty-day notice to our current service provider on the termination of services on October 31, 2013. In addition, not only is this an annual savings of \$6,392.00 over the previous contract, during the term of this two-year contract with a third year option, there will be no annual cost increases to the contract amount.

Recommendation

The recommendation is to award the FY2014-FY2015 Custodial Services contract to Corvus Janitorial Systems, located at 929 Fee Fee Rd. Ste. 103, Maryland Heights, MO 63043, TNO: 314-205-1945, for an annual amount of \$26,848.00.

Funding for these services, \$35,000 was approved in the FY 2014 CIP budget in account # 01-16-11-6212 Building and Grounds Maintenance.



FY2014-FY2015 CUSTODIAL SERVICES BID SUMMARY

		CORVUS JANITORIAL	ISS FACILITY SERVICES	COVERALL HEALTH BASED CLEANING SYSTEM	INNOVATIVE COMMERCIAL CLEANING	JAN-PRO CLEANING SERVICES	BUILDING STARS	CLARKS FROM THE HEART CLEANING SERVICES
1.	YEARS OF EXPERIENCE IN INDUSTRY	16	35	9	Not Listed	9	19	12
2.	SUPPLIED PRODUCTS LISTED	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	REFERENCES LISTED	Yes (4)	Yes (4)	Yes (4+)	No	Yes (4+)	Yes (4)	Yes (4)
4.	CERTIFICATE OF LIABILITY	Yes*	Yes*	Yes*	Yes*	Yes*	Yes	Yes*
5.	WALK THROUGH COMPLETED	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6.	CONTRACTOR'S AFFIDAVIT	Yes	Yes	Yes	No	Yes	Yes	Yes
7.	NON-COLLUSION AFFIDAVIT	Yes	Yes	Yes	No	Yes	Yes	Yes
	MONTHLY RATE TOTAL – (2) LEVELS	\$2,207.00	\$2,338.57	\$2,364.00	\$2,600.00	\$2,625.00	\$2,650.00	\$2,685.00

*Indicates Sample Liability Certificate



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

DATE: September 17, 2013

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 September 17, 2013 in the amount of \$544,245.65.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02047		090613	06-Sep-13	CEDERGREEN, SUELLEN	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,964.80
02046		091013	10-Sep-13	COLEMAN, BRIAN	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,840.00
00066		222077	21-Aug-13	FROESEL OIL	1200 GAL DIESEL FUEL	01-00-00-1653	3,884.04
00189		135	26-Aug-13	MIRIKITANI & ASSOCIATES	INTERVIEWS/COACHING COMMANDERS	01-00-00-2411	1,500.00
00116		5482	06-Sep-13	SAM'S CLUB	PRISONER MEALS & DRINKING CUPS	01-00-00-2410	75.89
00092		51658	05-Sep-13	ST LOUIS COUNTY	ST LOUIS CNTY HOUSING FEES	01-00-00-2410	600.00
02048		090413	04-Sep-13	TONKYN, BARBARA	SEWER LATERAL REPAIR REIMB	02-00-00-1901	2,560.00
02049		091213	12-Sep-13	WEISS, MAUREEN	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,739.20
Sum of Invoices							14,163.93



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00019	P001738	94657	04-Sep-13	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL FEES-CITY ATTY AUG 2013	01-11-12-6201	12,091.00
01000		091113	11-Sep-13	SULLIVAN PUBLICATIONS	SUPP #15 PAPERWORK AND WEB	01-11-13-6203	<u>2,040.00</u>
Sum of Invoices							14,131.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120		083113	31-Aug-13	ASI	ADMIN FEES-FLEX PLAN-AUG 2013	01-12-11-6203	188.40
01447	P001708	19309	04-Sep-13	DIVERSIFIED PRINTING INC	PRINT SEPTEMBER 2013 NEWSLETTE	01-12-11-6203	1,058.00
01997		8042012	31-Aug-13	EQUIFAX INFORMATION SERVICES	CREDIT INFORMATION SERVICE	01-12-11-6202	10.00
01902		26586	03-May-13	HAMMERBODIES CUSTOM FITNESS	WELLNESS CLASS 5/15/13	01-12-11-6203	250.00
01262	P001695	28838	05-Sep-13	SPECIALTY MAILING	HANDLING OF SEPT 2013 NEWSLETT	01-12-11-6203	247.12
00052		40448402 9/13	26-Aug-13	ST LOUIS POST-DISPATCH	NEWSPAPER SUBSCRIPTION	01-12-11-6262	38.00
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-12-11-6253	51.89
Sum of Invoices							1,843.41



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02045		37561	11-Sep-13	ACTION VERB, LLC	FTP ANNUAL SERVICE	01-12-51-7332	588.00
00474		IN20133511	03-Sep-13	AP TECHNOLOGY	SECUREPAYPRO & MAINT-1 YR	01-12-51-7332	330.00
00073	P001762	FP51021	05-Sep-13	CDW-G	24 EA MS WINDOWS PRO 7	01-12-51-7332	3,215.76
01986	P001744	14572	08-Aug-13	MAXIMUM SOLUTIONS, INC.	POS ALL-IN-ONE TOUCHSCREEN PC	01-12-51-7331	1,350.00
00050		INV0030590	15-Aug-13	REJIS	PIX FIREWALL MAINTENANCE	01-12-51-6213	21.24
01891	P001709	10781	13-Sep-13	WINNING TECHNOLOGIES, INC.	IT SERVICES-SEPTEMBER 2013	01-12-51-6202	6,400.00
Sum of Invoices							11,905.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01765		38411	04-Sep-13	MISSOURI DEPARTMENT OF REVENUE	SALES TAX REPORT-JULY 2013	01-13-11-6202	35.00
00355		83202	07-Sep-13	ONTIME EXPRESS, INC.	COURIER FEE	01-13-11-6202	20.16
01048	9710801746 GF		02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-13-11-6253	51.89
Sum of Invoices							107.05



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00014	P001719	0215116	9/13	06-Sep-13	CHARTER COMMUNICATIONS	CABLE TV SERVICE AT GARAGE	01-13-15-6255	71.54
00080		0647-174-5	30-Aug-13	DIERBERGS	ICECREAM CAPT RETIREMENT PARTY	01-13-15-6272	24.96	
01169		672363217001	27-Aug-13	OFFICE DEPOT	POST-IT NOTES	01-13-15-7312	11.99	
00045		672603994001	28-Aug-13	OFFICE DEPOT	FILE RAILS, MARKERS	01-13-15-7312	29.90	
00045		672363227001	27-Aug-13	OFFICE DEPOT	TONER, LABELS, PENS	01-13-15-7312	107.62	
00077		5208126	28-Aug-13	QUILL	TONER	01-13-15-7312	99.99	
00077		5166894	27-Aug-13	QUILL	TONER	01-13-15-7312	160.19	
01169		3209170456	07-Sep-13	STAPLES ADVANTAGE	STENO NOTEBOOKS, 8.5x11 NOTEPD	01-13-15-7312	56.05	
01169		3209170457	07-Sep-13	STAPLES ADVANTAGE	CLASSIFICATION FOLDERS-COMM DV	01-13-15-7312	383.40	
01169		3208245164	31-Aug-13	STAPLES ADVANTAGE	ENVELOPES, TONER	01-13-15-7312	298.93	
01169		3208245165	31-Aug-13	STAPLES ADVANTAGE	TONER	01-13-15-7312	922.48	
00075		3635	12-Aug-13	WUSSLER BUSINESS FORMS	BUSINESS CARDS	01-13-15-7312	152.00	
Sum of Invoices							2,319.05	



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		5161-62	05-Aug-13	ALARM 24, INC.	MONITORING AND SVC AGREEMENT	06-14-31-6212	90.00
01550		452-6488047	03-Sep-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (9/3/13)	06-14-31-7301	0.88
01550		452-6514175	10-Sep-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (9/10/13)	06-14-31-7301	0.88
01550		452-6488047	03-Sep-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/3/13)	06-14-31-7308	3.96
01550		452-6514175	10-Sep-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/10/13)	06-14-31-7308	3.96
00080		4719-103-5	14-Sep-13	DIERBERGS	CAKE FOR B'DAY PARTY	06-14-31-7304	31.33
00082		0735027	30-Jul-13	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	175.58
00082		0740615	13-Aug-13	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	175.58
00082		0750218	10-Sep-13	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	63.62
00970		1388-463491	15-Jul-13	O'REILLY AUTO PARTS	TRANSMISSION FLUID	06-14-31-6211	209.97
00970		1388-463490	15-Jul-13	O'REILLY AUTO PARTS	HYDRAULIC HOSE,FITTINGS,FLUID	06-14-31-6211	109.53
00970		1388-463085	11-Jul-13	O'REILLY AUTO PARTS	V BELT FOR OLYMPIA	06-14-31-6211	19.82
01048		9710801746 EF	01-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	06-14-31-6253	51.89
Sum of Invoices							937.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00141		101805	05-Aug-13	ELECTRO BATTERY	BATTERY	06-14-32-6211	34.95
00175		922739-00	26-Aug-13	MTI DISTRIBUTING, INC.	FOOT VALVE FOR IRRIGATION HDS	06-14-32-6212	239.40
00175		927546-00	04-Sep-13	MTI DISTRIBUTING, INC.	FAIRWAY HEAD BODY ASSEMBLY	06-14-32-6212	128.70
00175		922001-00	26-Aug-13	MTI DISTRIBUTING, INC.	5 EA ASSEMBLY CONVERSION NOZZ	06-14-32-6212	520.00
00970		1388-469280	30-Aug-13	O'REILLY AUTO PARTS	LIQUID WAX, CLEANER	06-14-32-6210	11.48
00970		1388-468079	21-Aug-13	O'REILLY AUTO PARTS	STABILIZER, CLEANER	06-14-32-6211	19.98
00970		1388-469280	30-Aug-13	O'REILLY AUTO PARTS	INJECTION CLEANER	06-14-32-6211	11.49
00970		1388-468079	21-Aug-13	O'REILLY AUTO PARTS	MISC ITEMS FOR BLDG MAINT	06-14-32-6212	19.26
00970		1388-469280	30-Aug-13	O'REILLY AUTO PARTS	TIRE GAUGE	06-14-32-7302	7.49
00173		IN114043	27-Aug-13	SUPREME TURF PRODUCTS	GREENS FERTILIZER, HERBICIDE	06-14-32-7303	705.50
01479		1314	30-Jul-13	TURFWERKS	OIL DRAIN PLUG	06-14-32-6211	2.45
01479		1304	30-Jul-13	TURFWERKS	VALVE COVER KIT	06-14-32-6211	93.60
01479		1249	24-Jul-13	TURFWERKS	EXTENSION SPRING	06-14-32-6211	11.64
Sum of Invoices							1,805.94



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		5161-62	05-Aug-13	ALARM 24, INC.	MONITORING AND SVC AGREEMENT	06-14-33-6212	90.00
00249		70676	12-Sep-13	AMERICAN CARNIVAL MART	SUPPLIES, PRIZES,AWARDS-TOURNE	06-14-33-7304	54.74
01140		55399	12-Sep-13	ARCHWAY BOWLING & TROPHY	TROPHIES FOR GOLF TOURNEY	06-14-33-7304	112.00
01140		55392	09-Sep-13	ARCHWAY BOWLING & TROPHY	TROPHIES FOR GOLF LEAGUE	06-14-33-7304	156.00
01140		55378	16-Aug-13	ARCHWAY BOWLING & TROPHY	GOLF BALLS FOR RESALE	06-14-33-8324	82.50
00344		6	16-Aug-13	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE	06-14-33-8324	147.00
00121		924622627	29-Jul-13	CALLAWAY GOLF	HATS FOR RESALE	06-14-33-8325	273.95
00222		995128	05-Sep-13	HORNUNG'S PRO GOLF SALES INC	SUPPLIES FOR GLOW TOURNEY	06-14-33-7304	140.77
00116		7957	05-Sep-13	SAM'S CLUB	CLEANING SUPPLIES	06-14-33-7301	19.96
00116		7957	05-Sep-13	SAM'S CLUB	GENERAL SUPPLIES	06-14-33-7304	32.51
Sum of Invoices							1,109.43



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01550		452-6488047	03-Sep-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (9/3/13)	06-14-34-7301	3.58	
01550		452-6514175	10-Sep-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (9/10/13)	06-14-34-7301	3.58	
01072		636541	04-Sep-13	C.R. FRANK POPCORN AND SUPPLY CO.	SNACKS FOR RESALE	06-14-34-8319	7.95	
00084	P001700	3878350309	20-Aug-13	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	1,192.21	
00084	P001700	3898116715	27-Aug-13	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	186.24	
00116		7957	05-Sep-13	SAM'S CLUB	SNACKS FOR RESALE	06-14-34-8319	226.83	
00086		308260775	26-Aug-13	SYSCO FOOD	FOOD FOR RESALE	06-14-34-8315	610.68	
00086		308260775	26-Aug-13	SYSCO FOOD	SNACKS FOR RESALE	06-14-34-8319	84.92	
00086		308260775	26-Aug-13	SYSCO FOOD	PAPER PRODUCTS	06-14-34-8321	47.93	
Sum of Invoices								2,363.92



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6488046	03-Sep-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/3/13)	01-16-11-7308	7.92
01550		452-6514174	10-Sep-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/10/13)	01-16-11-7308	7.92
01001		61023	03-Sep-13	BI-STATE REFRIGERATION	FREEZER REPAIR-MP ROOM	01-16-11-6211	138.00
01448		704048	01-Sep-13	BUILDINGSTARS	CLEANING SERVICES FOR CITY HAL	01-16-11-6212	2,770.00
00066		222076	21-Aug-13	FROESEL OIL	500 GAL DIESEL FUEL-GENERATOR	01-16-11-7307	1,525.95
02037		45394	04-Sep-13	GREEN SKY SOUTHWEST, INC.	2 EA TOUCHLESS PAPER DISPENSER	01-16-11-6212	504.89
00116		5482	06-Sep-13	SAM'S CLUB	LOUNGE SUPPLIES	01-16-11-7304	272.48
00087		47511	23-Aug-13	SYSTEMAIRE	PD LOCKER RM HEAT PUMP REPAIR	01-16-11-6212	220.00
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-16-11-6253	32.21
00054		02024877	04-Sep-13	WALTER KNOLL FLORIST	ATRIUM FLORAL MAINT-OCT 2013	01-16-11-6212	80.00
Sum of Invoices							5,559.37



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00148		30063A	11-Sep-13	I/O SOLUTIONS	SCORNG FEES (1) NAT BASIC TEST	01-21-11-6203	25.00
00148		C30051A	09-Sep-13	I/O SOLUTIONS	SCOR FEES NAT BASIC ABIL TEST	01-21-11-6203	120.00
00053		93217	05-Sep-13	MERCY CORPORATE HEALTH	1ST DOSE HEP B-OFFICER COATS	01-21-11-6271	68.00
00053		93218	05-Sep-13	MERCY CORPORATE HEALTH	1ST DOSE HEP A&B-PO COLEMAN	01-21-11-6271	143.00
00050		INV0030590	15-Aug-13	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050		INV0030590	15-Aug-13	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050		INV0030590	15-Aug-13	REJIS	CISCO ASA 5505 MAINT	01-21-11-6202	20.77
00050	P001698	INV0030590.	11-Sep-13	REJIS	SUBSCRIPTION FEES-AUGUST 2013	01-21-11-6202	2,800.03
00050	P001697	INV0030590...	15-Aug-13	REJIS	CHARTER FIBER CONNECTION AUG 2	01-21-11-6202	855.00
00050	P001699	INV0030590..	15-Aug-13	REJIS	GLOBAL SOFTWARE SVCS-AUG 2013	01-21-11-6213	1,102.50
00092	P001689	51709	05-Sep-13	ST LOUIS COUNTY	C.A.R.E. CONTRACT-SEPT 2013	01-21-11-6202	23.91
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-21-11-6253	84.10
Sum of Invoices							5,313.31



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01228		1432814-20130831	20-Sep-13	LEXISNEXIS	AUG USER FEES & PHONE SEARCHES	01-21-21-6202	176.50	
01567		IN13580	10-Sep-13	PRIMARY MARKING SYSTEMS, INC.	ETWIST SUPPLIES-LABELS	01-21-21-7304	250.00	
00050		INV0030590	15-Aug-13	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50	
00273		T1408007	01-Sep-13	ST LOUIS UNIVERSITY	TOXICOLOGY LABORATORY FEES	01-21-21-6202	50.00	
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-21-21-6253	193.26	
							<i>Sum of Invoices</i>	680.26



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00234	P001759	393590	19-Aug-13	ED. ROEHR SAFETY PRODUCTS	DUTY GEAR ITEMS FOR NEW OFFICE	01-21-22-5107	159.39
00234	P001758	393588	19-Aug-13	ED. ROEHR SAFETY PRODUCTS	DUTY GEAR ITEMS FOR NEW OFFICE	01-21-22-5107	159.39
00096		135603	31-Aug-13	EVS	VARIOUS REPAIRS	01-21-22-6210	66.56
00094		166688	03-Sep-13	FIRESTONE	CAR 2409 REPLACE FRNT STRUTS	01-21-22-6210	244.99
00094		166669	04-Sep-13	FIRESTONE	CAR 2408 COOLING SYSTEM DIAG	01-21-22-6210	50.99
00094		166535	29-Aug-13	FIRESTONE	CAR 2405 3000 MILE SERVICE	01-21-22-6210	22.99
00094		166937	10-Sep-13	FIRESTONE	CAR 2404 3000 MILE SERVICE	01-21-22-6210	22.99
00094		166919	10-Sep-13	FIRESTONE	CAR 2409 3 TIRES + 3000 ML SV	01-21-22-6210	392.51
00094		166807	06-Sep-13	FIRESTONE	CAR 2413 3000 MILE SERVICE	01-21-22-6210	34.83
00094		166815	06-Sep-13	FIRESTONE	CREDIT FOR OVERCHARGE	01-21-22-6210	-12.74
00094		166911	10-Sep-13	FIRESTONE	CAR 2411 3000 MILE SERVICE	01-21-22-6210	22.99
00094		163835	10-Jun-13	FIRESTONE	CREDIT FOR OVERCHARGE	01-21-22-6210	-10.00
00094		166794	06-Sep-13	FIRESTONE	INSTALL 2 TIRES ON CAR 2414	01-21-22-6210	28.88
00364	P001731	1177066-IN	27-Aug-13	GULF STATES DISTRIBUTORS	FED XM1931 5.56 .223 CAL. 55GR	01-21-22-7313	2,148.00
00125	P001756	302081-01	26-Aug-13	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	245.72
00125		302081-80	26-Aug-13	LEON UNIFORM	CREDIT MEMO	01-21-22-5107	-116.97
00125	P001756	302081	20-Aug-13	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	379.87
00125	P001757	302076	20-Aug-13	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	300.89
00125	P001757	302076-01	26-Aug-13	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	223.72
00125	P001757	302076-02	30-Aug-13	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	99.80
00125	P001756	302081-03	06-Sep-13	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	20.77
00125	P001756	302081-03	06-Sep-13	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	20.22
00125		302081-02	30-Aug-13	LEON UNIFORM	UNIFORM ITEMS FOR NEW OFFICER	01-21-22-5107	99.80
00050		INV0030590	15-Aug-13	REJIS	14 VERIZON DATA LINE	01-21-22-6253	686.00
00116		5482	06-Sep-13	SAM'S CLUB	(6) GALLONS WINDSHIELD FLUID	01-21-22-6210	11.26
00514		1690212	30-Aug-13	SIG SAUER, INC.	(1) P229 SIG SAUR PISTOL	01-21-22-9503	645.00
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-21-22-6253	361.46
00237		3300935	04-Sep-13	WORLD WIDE TECHNOLOGY	(1) MOBILE PRINTER CRADLE	01-21-22-9503	229.26

Sum of Invoices

6,538.57



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-31-11-6253	187.88
Sum of Invoices							187.88



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01588		070813	08-Jul-13	A PLUS TREE SERVICE	TREE REMOVAL & GRIND STUMP	01-31-41-6212	460.00
00895	P001694	26352	04-Sep-13	ADLER CUSTOM SIGNWORKS	REPAIR OF MONUMNET SIGN MILL P	01-31-41-7311	1,800.00
01550		452-6514172	10-Sep-13	ARAMARK UNIFORM SERVICES	MOPS (9/10/13)	01-31-41-6212	8.91
01550		452-6488044	03-Sep-13	ARAMARK UNIFORM SERVICES	MOPS (9/3/12)	01-31-41-6212	8.91
01550		452-6462078	27-Aug-13	ARAMARK UNIFORM SERVICES	MOPS (8/27/13)	01-31-41-6212	8.91
01550		452-6514172	10-Sep-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/10/13)	01-31-41-7308	42.26
01550		452-6488044	03-Sep-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/3/12)	01-31-41-7308	42.25
01550		452-6462078	27-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/27/13)	01-31-41-7308	42.25
00010		932821	28-Aug-13	BRANNEKY HARDWARE	BRUSHES, VELCRO, PAINT	01-31-41-7304	94.19
00010		932685	28-Aug-13	BRANNEKY HARDWARE	BRUSHES, MINI ROLLER, PAINT	01-31-41-7304	53.40
00010		932666	28-Aug-13	BRANNEKY HARDWARE	VARIOUS SUPPLIES FOR SHOP	01-31-41-7304	114.05
00013		1763-215227	26-Aug-13	CARQUEST AUTO PARTS	VEHICLE FILTERS	01-31-41-6210	46.36
00013		1763-215340	27-Aug-13	CARQUEST AUTO PARTS	GREASE	01-31-41-6210	17.04
00013		1763-215281	27-Aug-13	CARQUEST AUTO PARTS	THREADLOCKER	01-31-41-6210	6.89
00013		1763-215843	09-Sep-13	CARQUEST AUTO PARTS	CUT OFF WHEELS	01-31-41-6211	22.68
00099		1312824	31-Aug-13	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-41-7307	64.08
00049		35995	04-Sep-13	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 9/1/13	01-31-41-6207	2,872.32
00023		350818	06-Sep-13	FRED WEBER	STONE FOR WEST LEAF SITE	01-31-41-7305	4,980.16
00023		350843	06-Sep-13	FRED WEBER	ASPHALT-REPAIR ON CHALET CT.	01-31-41-7305	236.00
00023		351168	09-Sep-13	FRED WEBER	STONE FOR WEST LEAF SITE	01-31-41-7305	4,551.83
00023		350615	06-Sep-13	FRED WEBER	STONE FOR WEST LEAF SITE	01-31-41-7308	2,798.77
00117		25432	22-Aug-13	HOME DEPOT	GENERAL SUPPLIES	01-31-41-7304	16.31
00117		25432	22-Aug-13	HOME DEPOT	CONCRETE-STREET REPAIRS	01-31-41-7305	229.16
01134		3156757	05-Sep-13	KIMBALL MIDWEST	DRILL BITS, CAP SCREWS, STRAPS	01-31-41-7302	501.97
01831		2261	09-Sep-13	KURTZ NURSERY & TOPSOIL CO.	SOIL FOR LADUE SIDEWALK	01-31-41-7305	248.00
00156		57173	29-Aug-13	L & C TRUCK REPAIR, INC.	HYDRAULIC CYLINDER REPAIR	01-31-41-6211	249.07
02009		123124	07-Sep-13	LANDVATTER READY MIX, INC.	FINE GRAVEL-REPAIRS LADUE EST.	01-31-41-7305	305.34
02009		123125	07-Sep-13	LANDVATTER READY MIX, INC.	FINE GRAVEL-REPAIRS LADUE EST.	01-31-41-7305	285.34
00865	P001726	237804.	01-Sep-13	OUTDOOR SOLUTIONS	GROUND MAINT OLIVE/270 AUGUS	01-31-41-6212	1,740.00
00110		315694	30-Aug-13	RICMAR INDUSTRIES	AIR FRESHENERS-GARAGE	01-31-41-6212	148.99



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00110		315765	05-Sep-13	RICMAR INDUSTRIES	CLEANING CHEMICALS	01-31-41-7301	202.90	
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-31-41-6253	84.10	
Sum of Invoices								22,282.44



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01836		84306	27-Aug-13	CRITTER CONTROL	TAPMEYER HOUSE PEST REMOVAL	01-31-42-6214	1,377.00
00631		779767	28-Aug-13	PERALES AE LAWN CARE LLC	MOW HIGH WEEDS 1036 FERNVIEW	01-31-42-6215	150.00
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-31-42-6253	32.21
Sum of Invoices							1,559.21



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6514172	10-Sep-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/10/13)	01-31-43-7308	42.25
01550		452-6488044	03-Sep-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (9/3/12)	01-31-43-7308	42.25
01550		452-6462078	27-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/27/13)	01-31-43-7308	42.25
00010		933213	05-Sep-13	BRANNEKY HARDWARE	PARKS SUPPLIES	01-31-43-7301	42.71
00010		933213	05-Sep-13	BRANNEKY HARDWARE	SUPPLIES FOR MALC TERR VOLUNTE	01-31-43-7302	151.45
01872		12873	28-Aug-13	GRUBER SYSTEMS, INC.	SOAP FOR MILLENNIUM PARK	01-31-43-7301	54.96
00209		180406/1	21-Aug-13	KIRKWOOD MATERIAL SUPPLY	COMPOST FOR SWALE GARDEN-TAPPM	01-31-43-6212	20.95
00865	P001727	237804	01-Sep-13	OUTDOOR SOLUTIONS	R.O.W. MOWING AUGUST 2013	01-31-43-6212	1,109.15
00968		76431273	03-Sep-13	SIMPLEX GRINNELL	ALARM MONITORING ANNUAL-TAPPM	01-31-43-6212	1,296.00
00173		IN114089	29-Aug-13	SUPREME TURF PRODUCTS	CHEMICALS FOR CONWAY LAKE	01-31-43-7301	693.75
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-31-43-6253	37.56
00109		451774	06-Sep-13	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	199.17
Sum of Invoices							3,732.45



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-32-11-6253	148.97	
						<i>Sum of Invoices</i>		148.97



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00112		42745	27-Aug-13	MPS	APARTMENT RE-OCC FORMS	01-32-61-7304	585.00
00112		42734	13-Aug-13	MPS	FORMS FOR BUILDING INSPECTIONS	01-32-61-7304	734.00
01048		9710801746 GF	02-Sep-13	VERIZON WIRELESS	CELL PHONES-AUGUST 2013	01-32-61-6253	203.26
Sum of Invoices							1,522.26



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/17/2013

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01934	P001710	REHAB PROJ	30-Aug-13	AMCON MUNICIPAL CONCRETE LLC	ROADWAY REHABILITATION	02-61-71-9510-14602	171,700.29
01360	P001706	ASPHALT	02-Sep-13	FORD ASPHALT COMPANY INC	PAY #1 ASPHALT PAVEMENT RESURF	02-61-71-9510-14601	108,548.60
01963	P001655	CHAMINADE	13-Sep-13	COMPANY INC	CHAMINADE DRIVE DRAINAGE	02-61-71-9510-13601	13,457.61
01963	P001655	CHAMINADE	13-Sep-13	COMPANY INC	CHAMINADE DRIVE DRAINAGE	02-61-71-9510-13601	2.44
01908	P001633	PAY #5	13-Sep-13	GROVE DESIGN GROUP LLC	GRAESER RD RESURFACING PROJ	02-61-71-9510-13707	5,536.06
01333	P001705	CONCR	11-Sep-13	M & H CONCRETE	PAY #1-2013 CONCRETE REPLACEME	02-61-71-9510-14602	25,180.20
00303		10378118	22-Aug-13	MISSOURI LAWYERS MEDIA	REQ FOR BIDS-CHASSELLE PROJ.	02-61-71-9510-14709	560.00
00100	P001701	PAY #1	11-Sep-13	MISSOURI PETROLEUM	PAY #1-2013 MICRO-SURFACING PR	02-61-71-9510-14601	121,050.00
<i>Sum of Invoices</i>							<i>446,035.20</i>
GRAND TOTAL OF ALL INVOICES							544,245.65

AN ORDINANCE ORDERING THE LEVY AND ESTABLISHMENT OF
THE RATES OF ANNUAL TAXES FOR MUNICIPAL PURPOSES IN
THE CITY OF CREVE COEUR FOR THE YEAR 2013

WHEREAS, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2013 AT THE CREVE COEUR GOVERNMENT CENTER ON SEPTEMBER 9, 2013 AT 7:00 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING; AND,

WHEREAS, NOTICE OF THE PUBLIC HEARING ON THE 2013 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 15 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

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

WHEREAS, 2013 TAX RATES OF \$.072 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, \$.077 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, AND \$.092 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

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

SECTION 1. THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, A TAX FOR MUNICIPAL PURPOSES FOR THE YEAR 2013 AS FOLLOWS:

RESIDENTIAL PROPERTY	\$.072 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
COMMERCIAL PROPERTY	\$.077 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
AGRICULTURAL PROPERTY	\$.092 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION

AMENDED BILL NO. 5241

ORDINANCE NO. _____

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

PASSED BY CITY COUNCIL THIS _____ DAY OF SEPTEMBER 2013.

SCOTT SAUNDERS
PRESIDENT, CITY COUNCIL

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: September 19, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Proposed 2013 Property Tax Rates

At the City Council meeting held on September 9, 2013 the proposed property tax rates were presented to the City Council. As indicated at the meeting those rates were based upon the assessment figures prior to the Board of Equalization (BOE) adjustments.

The City has now received the post-BOE assessment valuations. Based upon the new numbers the residential and agricultural rate would remain the same but the commercial rate would increase from \$0.075 to \$0.077. This increase is as a result of a drop in the assessed valuation for commercial properties in Creve Coeur after BOE adjustments. This rate change would increase the property tax bill for a commercial property with a value of 5 million dollars by \$32.00.

Staff recommends making that minor change to the proposed ordinance. I would be happy to respond to any questions.



MEMORANDUM

DATE: September 5, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: 2013 Property Tax Rate

Attached is legislation setting the 2013 property tax rates for the City of Creve Coeur. The proposed property tax rates for 2013 as compared to the current rates are as follows:

	<u>Tax Rate 2012</u>	<u>Proposed 2013 Tax Rates</u>
Residential	.070	.072
Commercial	.075	.075
Agricultural	.075	.092

The proposed rates for 2013 are based upon the tax which was voluntarily reduced in September 2012. Since a voluntary reduction was taken by the City in 2012 the 2013 tax ceiling rates are based upon the voluntarily reduced rate and not the actual cap for 2012. The city will have an opportunity to raise those rates back to the normal cap level if so desired in 2014.

The proposed tax rates are based upon figures prior to the Board of Equalization (BOE) adjustments. It could be necessary to adjust the tax rates at the final meeting in September based upon the post-BOE assessment figures.

Based upon the proposed tax rate for residential property a house valued at \$350,000 would pay the City of Creve Coeur \$47.88 in property taxes for 2013. It is estimated that this amount represents less than 1.5% of the property owners total property tax bill.

The proposed rates for 2013 are estimated to generate approximately \$568,000 in property tax revenues. The City collected \$549,387 in revenues during FY 2013.

Staff recommends approval of the proposed legislation setting the 2013 tax rate for the City of Creve Coeur. I would be pleased to respond to any questions.

AN ORDINANCE ORDERING THE LEVY AND ESTABLISHMENT OF
THE RATES OF ANNUAL TAXES FOR MUNICIPAL PURPOSES IN
THE CITY OF CREVE COEUR FOR THE YEAR 2013

WHEREAS, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2013 AT THE CREVE COEUR GOVERNMENT CENTER ON SEPTEMBER 9, 2013 AT 7:00 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING; AND,

WHEREAS, NOTICE OF THE PUBLIC HEARING ON THE 2013 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 15 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

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

WHEREAS, 2013 TAX RATES OF \$.072 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, \$.075 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, AND \$.092 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

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

SECTION 1. THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, A TAX FOR MUNICIPAL PURPOSES FOR THE YEAR 2013 AS FOLLOWS:

RESIDENTIAL PROPERTY	\$.072 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
COMMERCIAL PROPERTY	\$.075 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
AGRICULTURAL PROPERTY	\$.092 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION

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

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

BILL NO. 5451

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

AN ORDINANCE AMENDING TITLE II, CHAPTER 205, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, REGARDING DANGEROUS ANIMALS

WHEREAS, the City regulates ownership of animals in order to protect public health, safety and welfare, and

WHEREAS, the recent court decision in City of Columbia v. Henderson suggests that clarification of current regulations regarding dangerous animals would promote public health, safety and welfare,

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

SECTION 1: A definition of "exotic animal" is hereby added to Section 205.010, Definitions, to read as follows:

"Exotic animal" includes:

- (1) Any mammal not generally accustomed to living in or near human populations.
- (2) Any mammal not considered to be a member of the class generally referred to as domesticated animals.
- (3) All animals listed on the endangered species list as designated by the U.S. Department of Interior in the Endangered Species Act of 1969.
- (4) All animals protected from hunting and capture by federal and state law.
- (5) All predatory birds.
- (6) Those animals declared inherently dangerous pursuant to Section 205.170(C).

SECTION 2: Section 205.170 is hereby revised to read as follows (**additions in bold and underline** and ~~deletions in strikethrough~~):

SECTION 205.170: CLASSIFICATION

A. Any animal with any of the following characteristics may be classified as a dangerous animal:

1. Any animal which has inflicted a severe or fatal injury, as defined herein, being on public or private property. The victim receiving severe injuries must provide the Animal Control Officer or the Chief of Police with a signed physician's statement documenting the injury and the treatment qualifying such as a severe injury.
2. Any animal which has bitten a human being, without provocation, on public or private property other than the property of the owner.
3. Any animal which, while on the owner's property, has bitten, without provocation, a human being other than the owner or a member of the owner's family who normally resides where the animal is kept.

4. Any animal which, while off the owner's property, has without provocation either (a) killed another domestic animal, or (b) attacked any other domestic animal(s) on two separate occasions.

5. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.

6. Any animal which, when unprovoked, chases or approaches a person upon the streets, sidewalks or any public grounds or private property, other than the property of the owner, in a menacing fashion or apparent attitude of attack, regardless of whether or not a person is injured by said animal.

7. Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise threaten the safety of human beings or domestic animals.

B. Procedure For Declaring An Animal Dangerous. Nothing herein shall be interpreted or construed to prohibit the County Department of Health, its Director or authorized agents from enforcing the Animal Control Code of the County (Chapter 611 of the St. Louis County Ordinances) with respect to a bad, dangerous or rabid animal or the impoundment, confinement or euthanasia thereof.

1. *Temporary designation.* An animal exhibiting any of the traits described in Section 205.170 Subsection (A) may be immediately declared dangerous by the Director or his/her agent. Such declaration shall be communicated by the Director or his/her agent to the owner and to the City. The owner shall be required to adhere to the provisions of Section 205.180.

2. *Court declaration.* The Municipal Judge of the City may upon complaint~~hear cases involving animal bites and animals running at large and~~, after hearing and notice to the owner of an animal, make a determination regarding such animal being a dangerous animal as provided in Section 205.170 Subsection (A)~~herein~~. In addition to or as an alternative to any penalty that may be imposed for a violation of this Chapter, the Municipal Judge may order that a dangerous animal be impounded for up to thirty (30) days, or euthanized, upon a showing after notice and hearing by preponderance of the evidence that the animal is dangerous and the provisions of this Chapter were not being met, regardless of whether such requirements are being met at the time of trial.

C. Inherently Dangerous Animals. The following animals are hereby classified as inherently dangerous: any lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, Canada lynx, jaguarondi, bobcat, bear, hyena, wolf, wolf hybrid, coyote, alligator, crocodile, python, venomous reptile, venomous arthropod, or non-human primate.

SECTION 3: Section 205.180 is hereby revised to read as follows (additions in bold and underline and ~~deletions in strikethrough~~):

SECTION 205.180: ACTIONS REQUIRED OF OWNERS OF DANGEROUS ANIMALS

A. The following actions shall be required of owners of animals that meet the classifications for or have been declared to be dangerous animals under Section 205.170 **Subsections (A) and (B)** of this Code:

1. *Biting or scratching incidents.*

a. Any animal that has been declared dangerous and subsequently bites or scratches a human being shall be impounded **by the owner** at the impoundment facility for the ten (10) day confinement period.

b. Any animal that is determined to be dangerous because of biting or scratching of a human being shall be impounded **by the owner** for a ten (10) day confinement period in accordance with the provisions of this Chapter.

2. **The owner shall** affix a bright orange collar and brightly colored metal tag so that the animal can be readily identified as a dangerous animal at all times.

3. **The owner shall** implant an electronic identification chip and notify the Director of the identification number.

4. The owner or keeper shall notify the Police Department immediately **if the animal**:

a. ~~If the animal~~ is loose, unconfined or missing;

b. Has attacked another animal or a human being;

c. ~~Has B~~een sold and if sold to another resident in the City the name and address of the new owner who shall abide by this Chapter.

5. While on the owner's property, **the owner shall** keep the animal securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure must have minimum dimensions of five (5) feet in height (six (6) feet maximum) by ten (10) feet in length and must have a secure top, sides and a concrete bottom with the sides embedded in the concrete. The structure must be situated on the lot in accordance with the development standards for accessory uses and structures as provided for in Section 405.460(D) and the fence regulations found in Section 405.690 of the Zoning Code. The enclosure must provide protection from the elements for the animal. The enclosure, when occupied by a dangerous animal, shall not be occupied by any other animal. If the dangerous animal is a female with offspring under four (4) months of age, the offspring may occupy the same enclosure as the mother.

6. **The owner shall** display a sign on the premises that there is a dangerous animal on the property clearly visible from the public street upon entering the property. A smaller sign shall also be affixed to the enclosure.

7. **The owner shall** sexually neuter the animal within thirty (30) days of written notice from the Director and provide written proof of the procedure to the Director within ten (10) days.

8. **When** ~~A dangerous animal may be~~ off the owner's premises, **the owner shall** ~~if it is~~ muzzled and restrained ~~the animal~~ by a substantial chain or leash not exceeding six (6) feet in length and **keep it** under the control of a responsible person. The muzzle must be made in a manner that will not cause injury to the animal or interfere with its vision or respiration but must prevent it from biting any person or animal.

B. No person shall keep, harbor, own, or knowingly allow to be in or upon the person's property any exotic animal, including but not limited to any animal declared inherently dangerous pursuant to Section 205.170 Subsection (C).

SECTION 4: Section 205.200 is hereby revised to read as follows (additions in bold and underline and ~~deletions in strikethrough~~):

SECTION 205.200: EXEMPTION TO DANGEROUS ANIMAL CLASSIFICATION

A. No animal may be declared dangerous **pursuant to Section 205.170 Subsections (A) and (B)** if the threat, injury or damage caused by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the animal or was teasing, tormenting, abusing or assaulting the animal or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the animal or was committing or attempting to commit a crime.

B. The Director or his/her agent, Animal Control Officer, Chief of Police or the Municipal Judge may, because of extenuating circumstances, determine from the investigation of an incident **pursuant to Section 205.170 Subsections (A) and (B)** that an animal is not dangerous. However, the owner, being responsible for said animal, shall be warned of the animal's tendencies and shall take appropriate action to prevent subsequent incidents. This, however, does not exempt the owner from being cited for other animal control ordinance violations.

C. Animals owned by governmental or law enforcement agencies when being used in the services of those agencies are exempt from this **Chapter 205 except for** ~~Subsection but not from~~ the vaccination requirements.

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

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: September 3, 2013
TO: Mark Perkins, City Administrator
FROM: Glenn Eidman, Chief of Police
SUBJECT: Dangerous Animal Ordinance

As a result of a recent court decision the City Attorney and the Police Department have drafted an ordinance which clarifies the regulations regarding dangerous animals and will promote public health, safety and welfare.

The information was also shared with members of the City Council for input or suggestions for the ordinance. Council member Ellen Lawrence was able to contribute to some of the specifics of the ordinance pertaining to dangerous animals which clarifies the outcome in dealing with the attack or death of domestic animals.

In summary, the ordinance will give the Police department the authority necessary to enact any and all actions that pertain to a dangerous animal.

**AN ORDINANCE AUTHORIZING A MASTER SIGN PLAN FOR WHITFIELD SCHOOL
LOCATED AT 175 S. MASON ROAD AND ZONED "A" SINGLE FAMILY RESIDENTIAL**

WHEREAS, Andy Seabacher, of M+H Architects, Inc., on behalf of Whitfield School, has submitted an application for a Master Sign Plan for the campus at 175 S. Mason Road, pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances, to include new signage throughout the campus; and

WHEREAS, the boundaries of the Master Signage Plan will be for the entire development including all existing and proposed signage as demonstrated in the Plan received August 6, 2013 and attached as Exhibit 1; 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 September 16, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; 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

WHEREAS, the Planning and Zoning Commission reviewed and, by 6-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on September 16, 2013; and

WHEREAS, the City Council being fully informed finds that approving the Plan subject to certain conditions 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.

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

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

SECTION 1: A Master Sign Plan is approved for the Whitfield School campus at 175 S. Mason, in the "A" Single Family Residential zoning district whose legal description is as follows:

A PARCEL OF LAND LOCATED IN PART OF LOT 1 OF GOTTFRIED MERTZ ESTATE AS RECORDED IN PLAT BOOK 2 PAGE 39 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, BEIN ALSO LOCATED IN SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

SECTION 2: Such approval of the Master Signage Plan for the Whitfield School campus shall be subject to the following conditions:

BILL NO. 5453

ORDINANCE NO. _____

1. The Applicant shall follow the Master Signage Plan received August 6, 2013 for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
2. The Applicant shall submit sign permit and/or building permit applications for proposed signs referred to in the Master Sign Plan that currently do not possess a sign permit.
3. No additional permanent signage is allowed for the campus. Permitted temporary banners are allowed as provided under Section 405.940(E)(5).

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

July 18, 2013

SIGNAGE MASTER PLAN STUDY

for

WHITFIELD SCHOOL





2150 SCHUETZ ROAD, SUITE 200, ST. LOUIS, MO 63146 | 314.878.3500 | WWW.MHA.US.COM

August 1, 2013

Mr. Paul Langdon
Community Development Director
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

RE: Whitfield School Signage Master Plan
09009.02 GT

Dear Mr. Langdon:

Please accept this submittal on behalf of Whitfield School for approval as the Master Sign Plan record document for Whitfield School.

Campus signage is intended to communicate to on and off-site public, improve on-site vehicular traffic and safety, and identify and provide information for campus facilities while enhancing the aesthetic appearance of the campus.

The purpose of the proposed Master Sign Plan is to establish a framework of acceptable size and location for all future permanent signs on Whitfield School's campus. This will enable Whitfield to execute the Sign Master Plan through individual sign installation, as needs arise and development on campus continues, within this approved framework. Execution of the Sign Master Plan and installation of the individual signs will be without a specific schedule and in no specific order at this time.

All signs will comply with Life Safety codes, signs will not obstruct exit ways or ventilation, and signs will not project beyond the property lines or into public right-of-ways.

The attached submittal includes a Whitfield school campus key plan indicating the locations for each proposed and existing signs on campus followed by a detailed description of each sign.

We hope you find this acceptable. Please call with any questions or comments.

Sincerely,

M+H ARCHITECTS

A handwritten signature in black ink, appearing to read 'ANDY SEBACHER', is written over the printed name.

Andy Sebacher
Project Manager

cc: Mr. Dave Lauer, Whitfield School

P:\PRJ\2009\09009.02 Whitfield Signage Masterplan\B - Word Docs\Signage MP Letter.doc



WHITFIELD SCHOOL
175 SOUTH MASON ROAD
ST. LOUIS, MO 63141

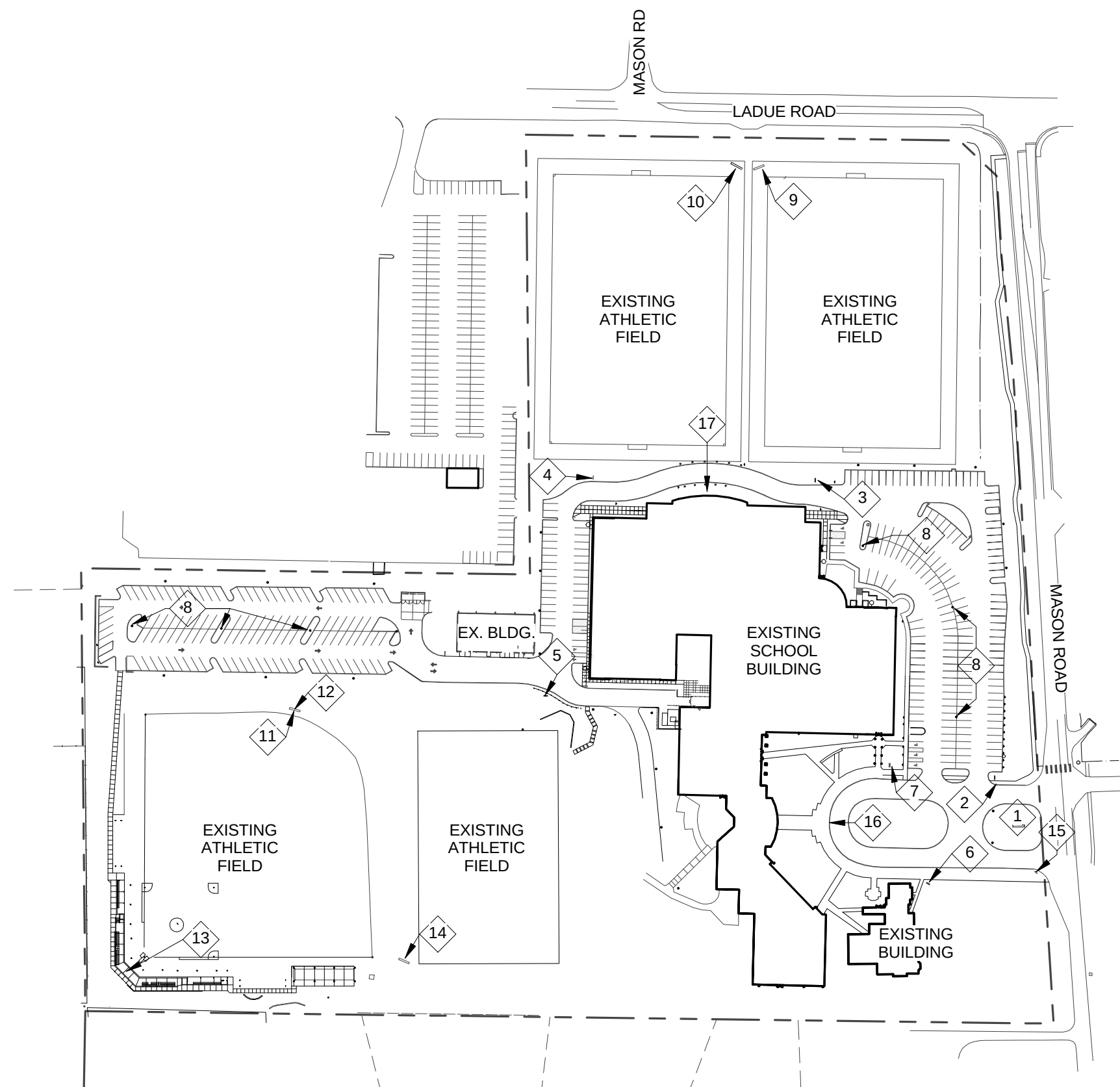
ZONING: R-1

SITE ACREAGE: 23.929 AC. +/-

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF LOT 1 OF GOTTFRIED MERTZ ESTATE AS RECORDED IN PLAT BOOK 2 PAGE 39 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, BEING ALSO LOCATED IN SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

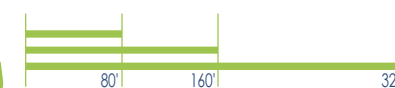




PLAN KEYED NOTES



- 1 EXISTING MONUMENT SIGN.
- 2 NEW DIRECTIONAL PANEL SIGN.
- 3 NEW DIRECTIONAL PANEL SIGN.
- 4 NEW DIRECTIONAL PANEL SIGN.
- 5 NEW DIRECTIONAL PANEL SIGN.
- 6 NEW DIRECTIONAL PANEL SIGN.
- 7 NEW DIRECTIONAL PANEL SIGN.
- 8 EXISTING LIGHT POLE MOUNTED BANNERS.
- 9 EXISTING POLE MOUNTED SCOREBOARD TO BE REPLACED AT NORTHEAST FIELD.
- 10 NEW POLE MOUNTED SCOREBOARD AT NORTHWEST FIELD.
- 11 EXISTING BASEBALL FIELD SCOREBOARD.
- 12 PROPOSED DONOR OR FIELD INFORMATION ADDED TO EXISTING SCOREBOARD.
- 13 EXISTING WALL MOUNTED BASEBALL FIELD NAME.
- 14 EXISTING POLE MOUNTED SCOREBOARD AT SOUTH FIELD.
- 15 EXISTING "EXIT ONLY" PANEL SIGN.
- 16 EXISTING WALL MOUNTED SIGN FOR SCHOOL NAME.
- 17 NEW WALL MOUNTED SIGN FOR SCHOOL NAME.



SIGNAGE PLAN



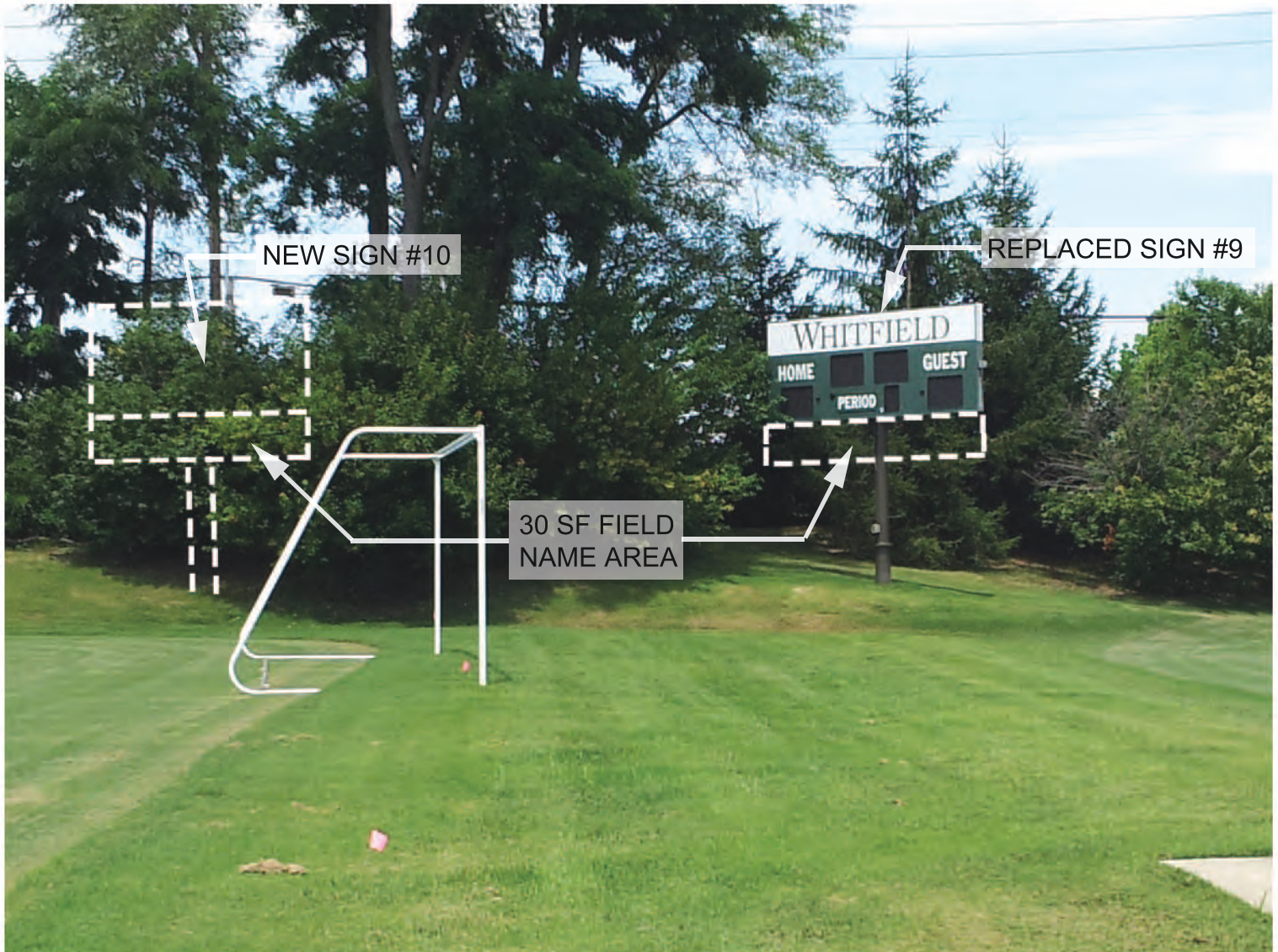


1

EXISTING MONUMENT SIGN

- LOCATED AT SITE ENTRANCE,
AT MASON ROAD.
- 15' LONG x 4' HIGH x 16" THK. WALL
- 60 SF SIGN AREA





10 NEW NORTH FIELD SCOREBOARD

- LOCATED AT NORTH SIDE, BETWEEN NORTH FIELDS
- SIGN FACES SOUTHWEST
- 15' WIDE X 8' HIGH
- TOP OF SIGN APPROX 12' ABOVE PLAYING FIELDS
- INCLUDES 2' H. PANEL FOR FIELD NAME/ DONOR RECOGNITION BELOW SCOREBOARD - 30 SF
- ADJACENT TO AND MATCHING NEW SCOREBD. #9





11

EXISTING BASEBALL FIELD SCOREBOARD

- LOCATED AT NORTH SIDE OF BASEBALL FIELD
- SOUTH FACING BOARD
- INCLUDES 2' H. PANEL NAMING SCHOOL(40 SF)
- 20' WIDE x 8' HIGH PANEL (160 SF)
- TOP OF BOARD 20' ABOVE GRADE





12

PROPOSED SIGNAGE ON EXISTING SCOREBOARD

- PROPOSED SIGNAGE ON BACK OF EXISTING SCOREBOARD FOR SCHOOL NAME OR POTENTIAL DONOR RECOGNITION
- NEW PANEL FACING PARKING LOT (NORTH)
- PANEL 20'x8' 160 SF(MATCHING FRONT)





13

EXISTING WALL MTD. SIGN

- LOCATED AT BASEBALL FIELD BEHIND BACKSTOP
- 16" H. METAL REVERSE CHANNEL LETTERS
- APPROX. 42 SF SIGN AREA





14

EXISTING SCOREBOARD

- LOCATED AT SOUTH AHLETIC FIELD
- SIGN INCLUDES 1'-8" H. PANEL OF FIELD NAME, 20 SF
- 12' WIDE x 5'-6" HIGH
- TOP OF BOARD AT 15'-6" ABOVE GRADE





- 15 EXISTING 'EXIT ONLY' PANEL SIGN
- 52" WIDE x 12" HIGH
 - TOP OF SIGN 25" ABOVE GRADE





16

EXISTING WALL MTD. SIGN

- LOCATED AT COLLUMNADE NEAR SCHOOL ENTRY
- SIGN FACES EAST PROERTY LINE/MASON ROAD
- 9" H. METAL REVERSE CHANNEL LETTERS
- 16 SF SIGN AREA





67.6sf Halo-Illuminated Channel Letter Wall Sign

FABRICATE & INSTALL ONE NEW SET OF INDIVIDUALLY FORMED LETTERS ON EXTERIOR WALL AS SHOWN.

FACES: ALUMINUM PAINTED MAP BLACK

RETURNS: 3.5" DEEP ALUMINUM PAINTED MAP BRUSHED ALUMINUM.

ILLUMINATION: WHITE LED MODULES MOUNTED INSIDE EACH LETTER AS REQ'D FOR HALO-ILLUMINATION AROUND LETTER CAST ONTO WALL BEHIND.

POWER: 120v CIRCUIT(S) TO SIGN BY OTHERS BEFORE INSTALLATION. WARREN SIGN TO MAKE FINAL CONNECTION. SIGN IS UL LISTED.

INSTALLATION: LETTERS MOUNT 1 1/2" OFF WALL VIA NON-CORROSIVE MECHANICAL FASTENERS W/ EXPANDABLE ANCHORS INTO PRE-DRILLED HOLES IN WALL.

WHITFIELD

SAMPLE OF HALO ILLUMINATION



WORRYFREE WARRENTY
energy efficient signs built to last.



PARTIAL NORTH ELEVATION

17

PROPOSED WALL MOUNTED SIGN

- LOCATED AT NORTH FACE OF SCHOOL
- SIGN FACES NORTH PROPERTY LINE/LADUE ROAD
- METAL REVERSE CHANNEL LETTERS
- SIGN WILL BE BACKLIT - SEE NOTES ABOVE



10sf D/F Directional Signs (x6)

SCALE: 1"=1'

FABRICATE & INSTALL FIVE NEW D/F POST & PANEL DIRECTIONAL SIGNS.

PANEL: 2" DEEP ALUMINUM PAINTED MAP BLACK.

DIRECTIONAL COPY TO BE 3M PREMIUM WHITE VINYL FILM.

POSTS: 2" x 2" ALUM. TUBES PAINTED MAP CUSTOM GREEN.

INSTALLATION: POSTS SET INTO 12" DIA. X 30" DEEP CONCRETE FOOTINGS AS REQ'D.

2

NEW DIRECTIONAL PANEL SIGN

- EXAMPLE LAYOUT SHOWN
- DESIGN USED FOR SIGNS NUMBERED 2 THRU 7



PROPOSED DIRECTIONAL
PANEL SIGN

2

PROPOSED DIRECTIONAL PANEL SIGN

- LOCATED AT SITE ENTRANCE
- 4'-5" wide X 4'-0" high
- 10 SF SIGN AREA





3

PROPOSED DIRECTIONAL PANEL SIGN

- LOCATED AT NE CORNER OF SCHOOL
- 4'-5" wide X 4'-0" high
- 10 SF SIGN AREA



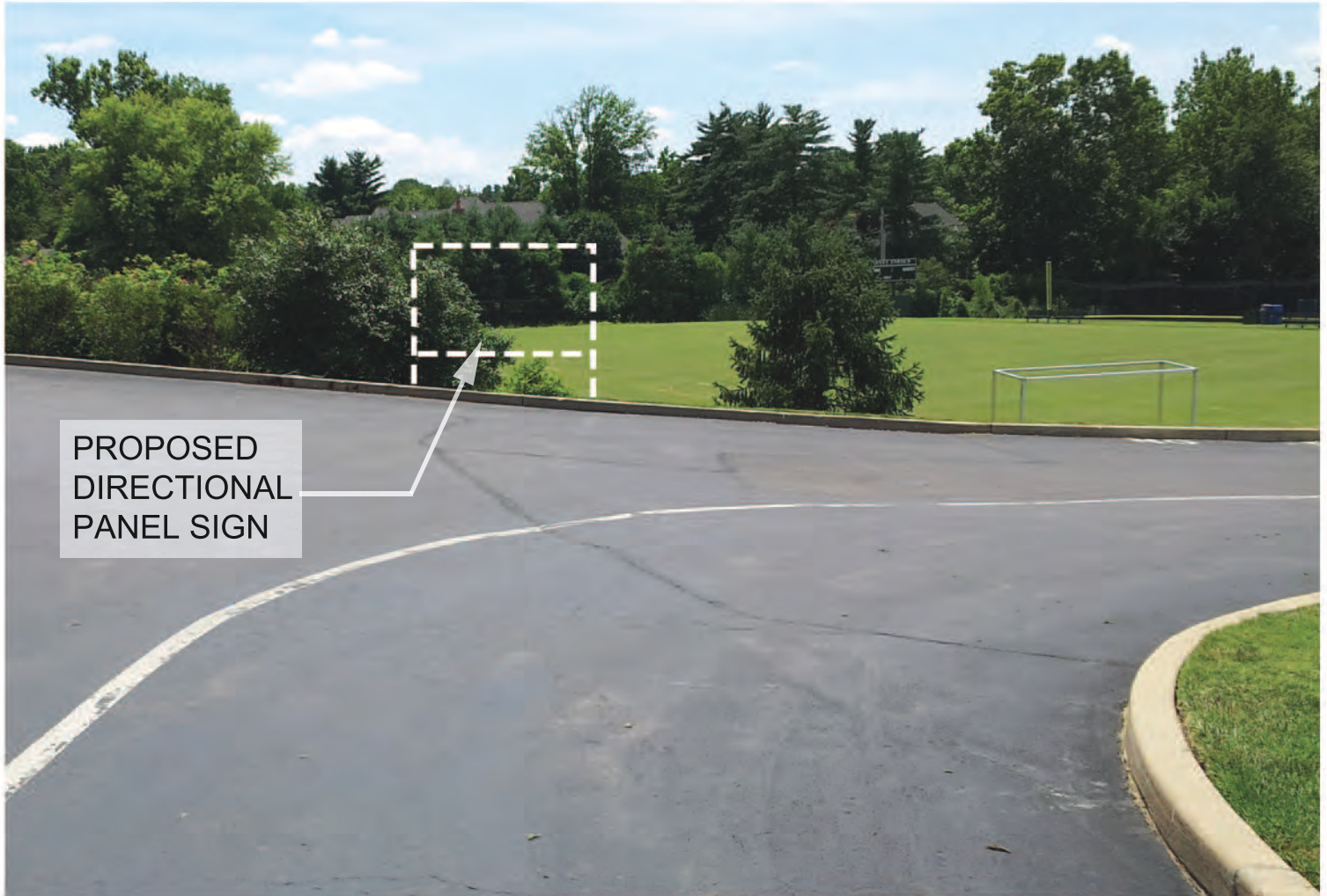


4

PROPOSED DIRECTIONAL PANEL SIGN

- LOCATED AT NW CORNER OF SCHOOL
- 4'-5" wide X 4'-0" high
- 10 SF SIGN AREA





5

PROPOSED DIRECTIONAL PANEL SIGN

- LOCATED AT WEST SIDE OF SCHOOL
- 4'-5" wide X 4'-0" high
- 10 SF SIGN AREA





6

NEW RESIDENCE/OFFICE PANEL SIGN

- LOCATED AT EXISTING BUILDING ON SOUTH END OF SITE
- SIGN WILL INDICATE USE OF BUILDING
- PANEL SIGN SIMILAR TO SIGN 2
- 10 SF SIGN AREA





7

PROPOSED DIRECTIONAL PANEL SIGN

- LOCATED NEAR EAST END OF COLUMNADE, NEAR PARKING LOT
- INDICATES PRIMARY BUILDING ENTRANCE
- MATCHES PANEL DESIGN OF SIGN 6, SIMILAR TO DIRECTIONAL PANEL SIGN 2.
- 10 SF SIGN AREA





8

EXISTING POLE MTD. BANNERS

- MOUNTED ON LIGHTING POLES IN CENTER OF EAST AND WEST PARKING LOTS
- 32" X72" BANNERS





9

EXISTING SCOREBOARD TO BE REMOVED & REPLACED

- LOCATED AT NORTH SIDE, BETWEEN NORTH FIELDS
- SIGN FACES SOUTHEAST
- 15' WIDE X 8' HIGH
- TOP OF SIGN APPROX 12' ABOVE PLAYING FIELDS
- INCLUDES 2' H. PANEL FOR FIELD NAME/ DONOR RECOGNITION BELOW SCOREBOARD - 30 SF





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 #13-037 FOR A MASTER SIGN PLAN FOR WHITFIELD SCHOOL

FOR THE MEETING OF: September 16, 2013

LOCATION: 175 S. Mason Road, located at the southwest corner of Mason Road and Ladue Road.

REQUEST: An application has been submitted for a Master Sign Plan for Whitfield School to include new building signs, scoreboard signs, and directional signs throughout the campus that are intended to communicate to the on and off-site public, improve on-site vehicular traffic safety, and provide information for campus facilities while enhancing the aesthetic appearance of the campus.

ADDITIONAL INFORMATION: The City of Creve Coeur annexed the 23.9 acre Whitfield School campus in 1995, and subsequently zoned it "A" Single Family Residential. The City's Sign Regulations provides that residentially zoned institutions with a minimum tract area of 20 acres may seek approval of a comprehensive plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?
- Does the request meet the requirements for a Master Sign Plan approval?

Comp. Plan References

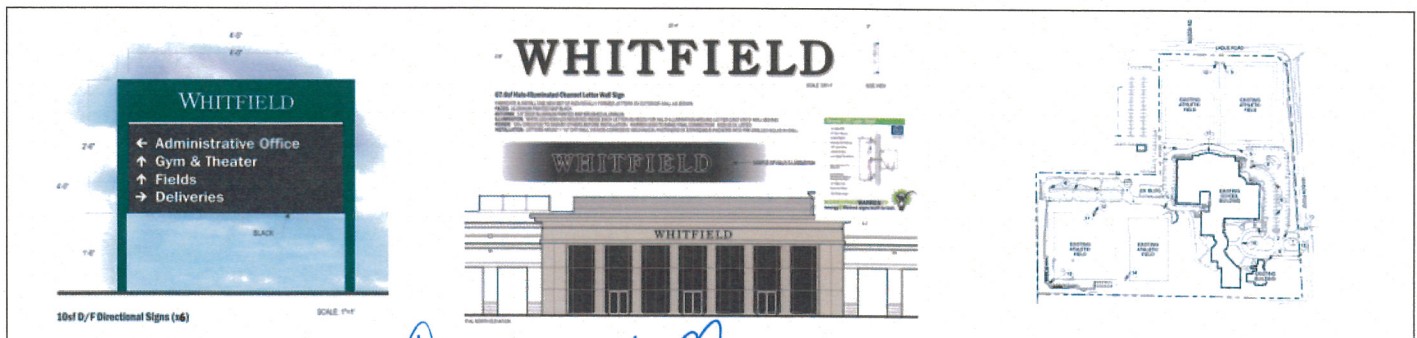
- Residential Neighborhoods

Zoning Code References

- Section 405.250: "A" Single Family Residential District
- Section 405.950(J) Master Signs Plans

APPLICANT: Dave Lauer
Whitfield School
175 S. Mason Road
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: Andy Seabacher
M+H Architects, Inc.
2165 Schuetz Road
St. Louis, MO 63146



REPORT PREPARED BY:

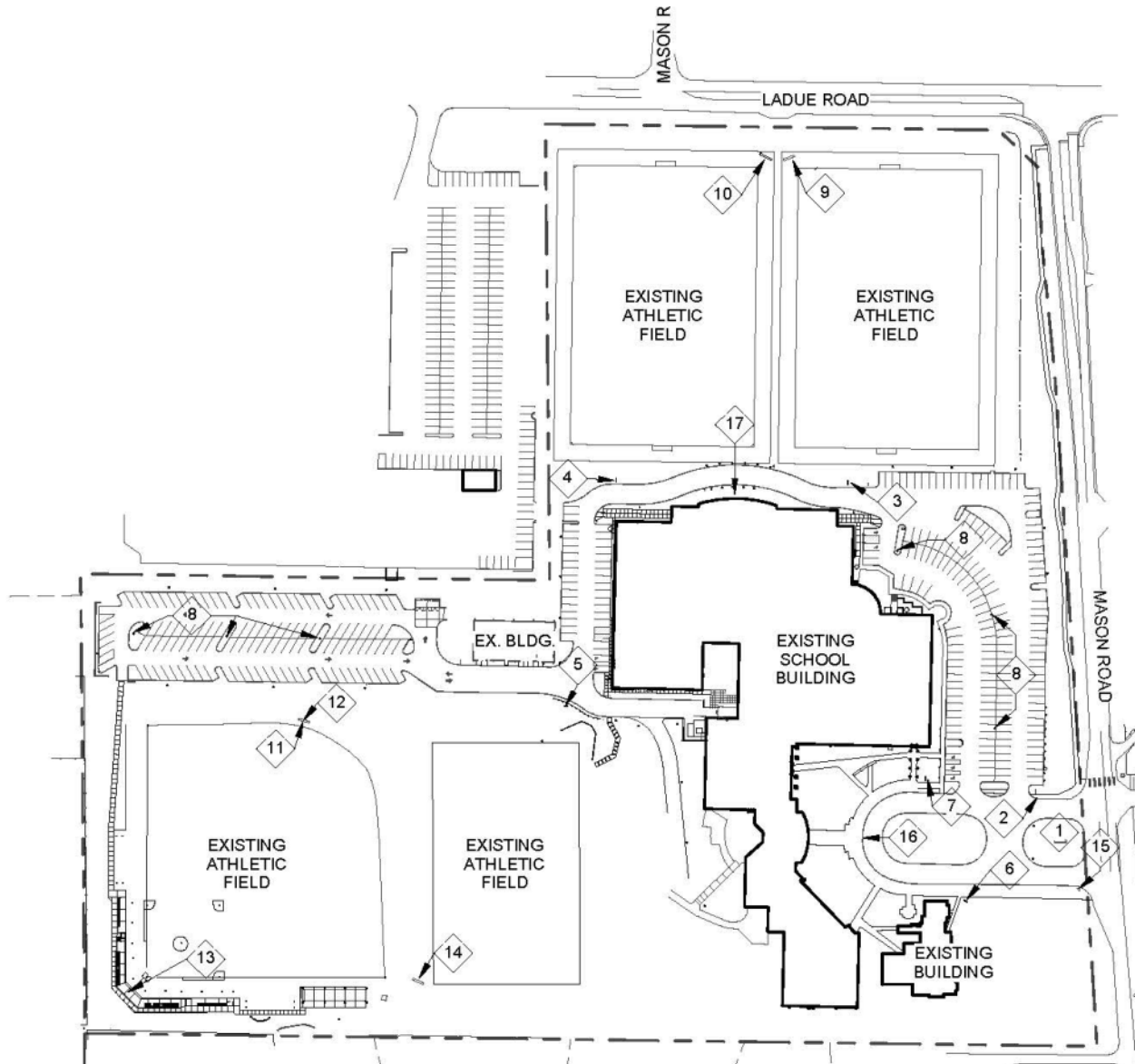
Whitney Kelly
Whitney Kelly, AICP, City Planner

9/13/2013
Date

ATTACHMENTS: Applicant's drawings received August 6, 2013
Draft Ordinance

MASTER SIGN PLAN PROPOSAL

The proposed plan includes documenting all of the existing signs, as well as proposes several new signs. All of the signs have a consistent scholastic design theme and use of the school colors and materials, for branded signs, and non-branded signs. The designs of these signs can be broken down to several similar style types that are in similar design. Below is a close up of the locations of all the signs:



Most of the signs are pre-existing, prior to the City's annexation of the area. Therefore the focus of the staff report will be on the proposed new signs.

New Wall Mounted Sign (#17)

Institutional uses in residential districts are allowed a wall mounted sign that is limited 12 square feet in sign area, per Section 405.940.E. However, through the master sign program, alternative signs may be permitted. The proposal includes one new wall sign of 67.6 square feet sign for the building at the corner of Ladue and Mason Roads, where the building sits back approximately

67.6sf Halo-Illuminated Channel Letter Wall Sign

FABRICATE & INSTALL ONE NEW SET OF INDIVIDUALLY FORMED LETTERS ON EXTERIOR WALL AS SHOWN.

FACES: ALUMINUM PAINTED MAT BLACK.

Returns: 3.5" DEEP ALUMINUM PAINTED MAT BRUSHED ALUMINUM.

Illumination: WHITE LED MODULES MOUNTED INSIDE EACH LETTER AS REQ'D FOR HALO-ILLUMINATION AROUND LETTER CAST ONTO WALL BEHIND.

POWER: 120v CIRCUIT(S) TO SIGN BY OTHERS BEFORE INSTALLATION. WARREN SIGN TO MAKE FINAL CONNECTION. SIGN IS UL LISTED.

INSTALLATION: LETTERS MOUNT 1 1/2" OFF WALL VIA NON-CORROSIVE MECHANICAL FASTENERS W/ EXPANDABLE ANCHORS INTO PRE-DRILLED HOLES IN WALL.

SAMPLE OF HALO ILLUMINATION

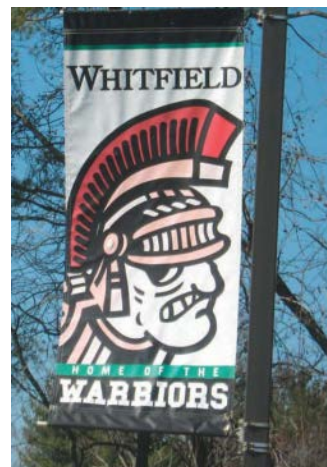
Specify LED Letter Details:	
Letter Width:	12" Standard
Letter Depth:	3.5"
Material:	Anodized Aluminum
Finish:	Powder Coat or Electrocoat
Color:	White or Custom Color
Light Source:	LED Modules
Voltage:	120V AC
Circuitry:	UL Listed Transformer
Mounting:	Mechanical Fasteners w/ Expandable Anchors
Installation:	By Warren Sign Company

WARRENSIGN.COM

WORRYFREE WARREN energy efficient signs built to last.

The proposed sign package includes six new 10-square foot directional signs throughout the campus that will have the same style, as shown below:

The applicant is also requesting to include approximately eight light pole banners within the east and west parking lots that are approximately 16 square feet and that would change periodically for special events.



New Pole Mounted Scoreboard And New Donor or Field Information Added To Existing Scoreboards

The proposal includes replacing the existing scoreboard (#9) and adding a new scoreboard sign (#10) for the athletic fields on the southside of Ladue Road that will be consistent with the schools existing sports field signs. The existing landscape will screen the boards from views from the public right-of-way:



Additional signs will be added to the existing scoreboards for the athletic fields on the southwest side of the campus, in a similar manner (#11 -#14). These signs are all interior to the campus and not visible from the public right-of-way.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Kirk of the Hills Church/ Enclave Bellerive subdivision	“SE” Suburban Estate (Town & Country)/ “B RDD” Single Family Residential	Ladue Road
South	Ridgecreek subdivision	“SE” Suburban Estate (Town & Country)	N/A
East	Single-family detached residences	“A” Single-family Residential	Mason Road
West	Bryn Wick subdivision	“SE” Suburban Estate (Town & Country)	N/A

COMPREHENSIVE PLAN REVIEW

The Comprehensive Plan does not provide much direction in sign review in residential area, except recommend that they City ensure that non-residential development is compatible with adjacent residential development (page 23).

The Design Guidelines offer further recommendations in reviewing signs, by recommending that sign plans include a consistency of materials, siting, and design. Specifically, all signs are to be architecturally integrated and complement their surroundings in terms of size, shape, color, texture and lighting. Signs are to complement the overall design of the building and are not to be designed to be in visual competition with other signs in the area. New signs proposed for existing buildings should provide a compatible appearance with other building signage. Where no sign program exists there should be an attempt to bring in a unifying element (such as size).

(Chapter 5, page 17). The signs are well-designed in similar style and use of materials, and limited to within the campus and away from the residential areas, and appropriate for the use. Therefore the revised Master sign Plan is consistent with the Comprehensive Plan and Design Guidelines.

ZONING CODE REVIEW

All signs within the City are regulated under Article VIII of the Zoning Ordinance. The purpose of the Sign Regulations are to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic appearance of the City and to facilitate and improve pedestrian and vehicular traffic safety, and to lessen confusion and visual clutter caused by a proliferation of signs competing for attention. For campuses the Sign Regulations allow for the flexibility through the approval of a comprehensive sign package that creates an overall identity for the campus, where all signs are compatible in theme, quality, and character with the surrounding area, per the Master Sign Plan provision below:

Section 405.950: Signs In Non-Residential Districts

- J. Master Signage Plans. In keeping with the intent to allow flexibility in the design of planned developments and large campus development of contiguous multi-acre areas, not separated by major highways or public right-of-ways (i.e., Olive Boulevard), the following options may be available for signs accessory to uses in non-residential district properties of campus developments of three (3) or more multiple buildings with a minimum of ten (10) acres and residentially zoned institutions (schools and places of worship with a minimum tract area of twenty (20) acres) subject to:*
- 1. As an alternative to what would otherwise be allowed, signs may be permitted in accordance with a Comprehensive Plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council following a public hearing conducted in accordance with the provisions of Sections 405.1060(D)(3) and 405.1120 of the Zoning Code. The Comprehensive Plan of signage shall show the location, size, height and extent of all proposed signs. In addition, the geographic limits of the area to be covered by the Comprehensive Plan of signage must be shown.*
 - 2. Any application submitted pursuant to Subsection (J)(1) above may be made by any property owner, owner of an easement, lessee, contract purchaser or their agent. Such application shall be accompanied by a statement setting forth the names of the record owners of the properties upon which such signs are proposed to be located and the notarized agreement of each record owner to the placement of such signs on their property. When an application requests permission to erect a sign on property owned by someone other than the applicant, then such application shall be accompanied by a written and notarized statement signed by the record owners of such properties which indicates their endorsement of the application.*
 - 3. The above-cited signage options shall be exercised in accordance with the standards for all planned developments as set forth in Section 405.1080. All proposed signs shall be reviewed based on the following criteria:*
 - a. Proposed signs are consistent with the purpose of this Article.*
 - b. Proposed signs are compatible with the theme, visual quality, and overall character of the surrounding area.*
 - c. Proposed signs are in scale and harmonious with the development and shall be so located and sized as to ensure convenience to the visitor, user or occupant of the development while not adding to street clutter or*

otherwise detracting from the planned unit nature of the development and the purposes of architectural and urban design elements.

The proposed Master Sign Plan for Whitfield School is consistent with the intent of the Sign Regulations provision for master sign plans and with prior action, where the signs represent a similar style and design, and are mostly limited to the interior of the campus. The new wall sign proposed for the building at the corner of Ladue Road and Mason Road, will provide identity and visibility to the intersection and will increase public convenience by providing better direction information for visitors on the campus in a well-designed, coordinated manner. The halo-style lighting of the wall sign is not bright enough to create any off-site light spillage.

FORM OF THE DRAFT ORDINANCE

The draft ordinance contains the following customary conditions that primarily ensure adherence to proposed plan:

- The Applicant shall follow the Master Signage Plan received August 6, 2013 for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
- The Applicant shall submit sign permit and/or building permit applications for proposed signs referred to in the Master Sign Plan that currently do not possess a sign permit.
- No additional permanent signage is allowed for the campus. Permitted temporary banners are allowed as provided under Section 405.940(E)(5).

CONCLUSION AND ACTION

If the Planning and Zoning Commission finds that the Master Sign Plan proposal for Whitfield School is consistent with the purpose and requirements of Article VIII, a recommendation to the City Council for approval is necessary. Action on the proposal will come in the form of a recommendation of approval, approval with conditions, or denial. The following is an example of an appropriate motion for this application:

“I move to recommend approval of the master signage plan for the Whitfield School, subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of September 16, 2013” (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.

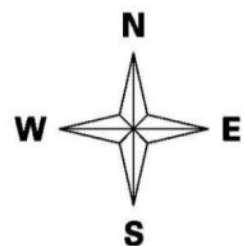
APPENDIX 3: AERIAL PHOTO



Property lines



Whitfield School
175 S. Mason Road





city of **CREVE COEUR**

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

September 19, 2013

Mr. Dave Lauer
Whitfield School
175 S. Mason Road
Creve Coeur, MO 63141

Re: Application #13-037: Master Sign Plan
Whitfield School – 175 S. Mason Road

Mr. Lauer:

The Planning and Zoning Commission, at its meeting of September 16, 2013, reviewed your request for a Master Sign Plan for Whitfield School, located at 175 S. Mason Road.

By unanimous vote, the Planning Commission recommends approval of the Master Sign Plan for Whitfield School, subject to the conditions contained in the draft ordinance (see attached). The first reading of the draft ordinance by the City Council is scheduled for Monday, September 23rd, 2013. You or a representative should plan to be in attendance to speak for the request.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible. Note that significant changes to the draft ordinance may require that the matter be returned to the Planning and Zoning Commission prior to City Council approval.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

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



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, SEPTEMBER 16, 2013
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, September 16, 2013, 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. Tim Madden, Chair***
 Dr. Michael Barton
 Mr. James Faron
 Mr. Ken Howard
 Mr. Charles Pullium
 Mr. Gene Rovak

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

6. NEW BUSINESS

A. PUBLIC HEARING

Application #13-037: Request for approval of a Master Sign Plan for Whitfield School, located at 175 S. Mason Road.

Applicant/Agent: Dave Lauer
 Whitfield School
 175 S. Mason Road
 Creve Coeur, MO 63141

Applicant's Andy Seabacher
Representative: M+H Architects, Inc.
 2165 Schuetz Road
 St. Louis, MO 63146

Mr. Andy Seabacher, 2165 Schuetz Road, said the Master Sign Plan is to provide building identification, directional, and informational signs on the campus that will be complimentary to the existing conditions, consistent in design, and in compliance with the city ordinance. Mr. Seabacher said the Master Sign Plan proposal includes the existing monument sign, post and panel directional signs, light pole banner signs, scoreboard signs, and building signage facing Ladue Road.

Mr. Rovak asked if the signs had a theme. Mr. Seabacher said yes, the school colors of green and white.

Mr. Faron asked if the building sign facing Ladue Road would stay light all the time. Mr. Seabacher said it would not be lit during the day, but yes at night it would be.

Ms. Whitney Kelly, City Planner, said she had nothing further to add.

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

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

Mr. Howard motioned to recommend approval of the master signage plan for the Whitfield School, subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of September 16, 2013. Mr. Faron seconded the motion with the resultant vote as follows:

Dr. Barton asked Ms. Kelly for a refresher on temporary banner restrictions, and Ms. Kelly said currently temporary banners are not allowed as a permitted sign in the code; however this is a special approval through the Master Sign Plan. Some examples include: Mercy Hospital, Barnes West Hospital, and Kings Landing.

Mr. Pullium – aye
Dr. Barton – aye

Mr. Rovak – aye
Mr. Howard – aye

Mr. Faron – aye
Chair - aye

9. 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 9:27 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

1 PZ September 16 2013.pdf
2 PLANNING AND ZONING COMMISSION PUBLIC HEARING
3 CITY OF CREVE COEUR, MISSOURI
4 300 NORTH NEW BALLAS ROAD
5 MONDAY, SEPTEMBER 16, 2013
6 7:00 P.M.
7 THOSE IN ATTENDANCE:
8 Mr. Tim Madden, Chair
9 Mr. Michael Barton
10 Mr. James Faron
11 Mr. Ken Howard
12 Mr. Charles Pullium
13 Mr. Gene Rovak
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

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24 Public Hearing Application No. 13-030
25 Public Hearing Application No. 13-037

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1 St. Louis, MO 63128
2 (314)487-2259
3 CHAIRMAN MADDEN: Like to call to order the
4 Planning Zoning Commission meeting for the City of Creve
5 Coeur, Missouri for Monday, September 16th, 2013.
6 We'll start with roll call.
7 I don't see Dr. Barton.
8 Page 1

25

1 CHAIRMAN MADDEN: Move us to D, which will be a³⁴
2 public hearing, Application No. 13-037: Request for
3 Approval of Master Sign Plan for Whitfield School located
4 at 175 South Mason Road.

5 Anybody that's going to be involved in this,
6 either in the audience or presenting it, please come up
7 and be sworn in.

8 (The speakers were sworn in by the court
9 reporter.)

10 MR. SEABACHER: My name is Andy Seabacher. I'm
11 with Mitchell and Hugeback Architects. I'm here
12 representing Whitfield School to submit for approval the
13 campus master sign plan.

14 With me are John Delautre, head of school, and
15 Dave Lauer, director of business and facilities.

16 Whitfield School is submitting for a master sign
17 plan approval to provide building identification,
18 directional and informational signs on the campus that
19 will be complimentary to the existing condition,
20 consistent in design and compliant with the City
21 ordinance.

22 The sign master plan documents submitted
23 indicates a location and appearance of all existing and
24 proposed signs on campus.

25 The proposal includes the existing monument, a

1 proposed post and panel directional or way-finding signs³⁵
2 and their locations on campus, up to six of them at the
3 moment.

4 Some banner signs that would be up to six banner

5 signs on the existing light poles. One replaced
6 scoreboard, in addition to a new one adjacent to it on the
7 north side of the soccer fields along Ladue.

8 And this is existing, but proposed building
9 signage on the north face of the Schmitter Gallery that
10 faces Ladue. And this would be the only lighting that is
11 lit. It would be backlit to create a glow and maintain
12 that identification after daylight hours.

13 I think that's all I have.

14 Is there anything that I can -- any questions or
15 comments that I can respond?

16 MR. ROVAK: I have a question. I may have
17 overlooked it, I didn't study this close enough before.

18 On the freestanding signs, is there -- is there
19 an esthetic or a theme that is repeated through those? A
20 lot of those were just showing the locations in phantom
21 outlines.

22 MR. SEABACHER: Yeah.

23 MR. ROVAK: But what -- scoreboard is a
24 different issue, but like all those, is there some type of
25 esthetic theme that follows the different signs?

1 MR. SEABACHER: Yeah, that would be it. It ³⁶
2 would be in school colors, green, with a white
3 Whitfield --

4 MR. ROVAK: Yeah. Yeah. Okay.

5 MR. SEABACHER: White Whitfield lettering in
6 their script and their font with the identified --

7 MR. ROVAK: Feature.

8 MR. SEABACHER: Yeah, the locations and the
9 directional to the appropriate locations on campus.

PZ September 16 2013.pdf

10 MR. ROVAK: All right. Thank you.

11 CHAIRMAN MADDEN: Mr. Faron.

12 MR. FARON: So the existing signs will be kind

13 of retrofit to look like this only a continuous kind of

14 theme --

15 MR. SEABACHER: Yes.

16 MR. FARON: -- the other sign on the campus?

17 MR. SEABACHER: Correct.

18 MR. FARON: And the -- the backlit sign on the

19 facade facing Ladue there that will be lit 24/7, I guess,

20 is that just always going to be on pretty much?

21 MR. SEABACHER: Well, not during the day,

22 obviously --

23 MR. FARON: Right.

24 MR. SEABACHER: -- it will be black letters on

25 a -- on a lighter background, so won't need to light it,

37

1 but at night, yeah, probably on photocell.

2 MR. FARON: Okay. Thank you.

3 CHAIRMAN MADDEN: Anybody else?

4 Is there anybody in the audience?

5 Okay. You want to enter your exhibits -- wait.

6 Whitney. I'm sorry.

7 MS. KELLY: I have nothing further to add.

8 CHAIRMAN MADDEN: Okay.

9 MR. LUMLEY: Offer the following exhibits into

10 the record of this public hearing: Documentation in

11 possession of the City Clerk reflecting the public notice,

12 the staff's report, the City's Code of Ordinances and

13 Charter, City's Comprehensive Plan and the public file

14 regarding the application.

15 CHAIRMAN MADDEN: Okay. That'll close our

16 public hearing.

17 (The Public Hearing was ended.)

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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 Hearings stenographically and later
10 reduced to typewriting; and that this is a true and
11 accurate transcript of the public hearings.

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

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BILL No. 5454

ORDINANCE No. _____

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR A SUBDIVISION
KNOWN AS THE VILLAS ON MOSLEY, CITY OF CREVE COEUR, ST. LOUIS
COUNTY, MISSOURI**

WHEREAS, an application has been submitted by Benton Homebuilders, Inc. for approval of a final plat of a subdivision known as Villas on Mosley south of Olive Boulevard and east of N. Mosley Road; and

WHEREAS, the final plat of the Villas on Mosley subdivision conforms to the residential design development and preliminary plat reviewed by the Planning and Zoning Commission and approved by the City Council on January 28, 2013, Ordinance No. 5294; and,

WHEREAS, public notice of said final plat applications was provided in accordance with Section 410.140.C.2 of the Creve Coeur Municipal Code; and

WHEREAS, the Planning and Zoning Commission recommended by a vote of 5-1 for approval of Villas on Mosley final plat on September 16, 2013; and

WHEREAS, a copy of the proposed 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 by the City Council, and

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

SECTION 1: The Final plat of subdivision known as Villas on Mosley, described as a tract of land being adjusted Parcel 2 of Boundary Adjustment Plat (P.B. 360, PG. 377) and a tract of Land in fractional Section 2 Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri, as heretofore submitted on September 13, 2013 are hereby approved subject to the following conditions:

1. The applicant shall provide two paper copies and one electronic copy of the recorded plat to the City of Creve Coeur.
2. The subdivision indentures shall be reviewed and approved by the City Attorney prior to the signing of the Mylar.

SECTION 2: Such approval of the plats for the subdivision of the property shall be endorsed on said Plat as indicated in Section 1 hereof under the hand of the City Clerk, and the seal of the City of Creve Coeur, Missouri shall be affixed thereto.

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2013.

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
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 #13-032 FOR APPROVAL FOR THE FINAL PLAT AND SUBDIVISION SIGN FOR THE VILLAS ON MOSLEY

FOR THE MEETING OF: September 16, 2013

LOCATION: 842, 834 and 828 Mosley Road (see attached map). The property is zoned "C" Single Family District with "RDD" Residential Designed Development.

REQUEST: An application has been submitted for the approval of a final plat and approval of the residential subdivision signs for the Villas on Mosley.

ADDITIONAL INFORMATION: City Council approved the RDD designation with the preliminary plat and site development for the development of 10 single-family homes on January 28, 2013 (Ordinance No. 5294). Approval of final subdivision plats is a ministerial act; if the drawings are largely the same as the preliminary plat that was already approved, and it is technically accurate, it must be approved by the Planning Commission and City Council. Subdivision Signs are reviewed and approved by site development plan by the Planning and Zoning Commission.

Key Issues:

- Does the lot substantially meet all land development standards of this Chapter and those of any other applicable City regulations?

Subdivision Code References

- Chapter 410: Subdivision and Development of Land

Zoning Code References

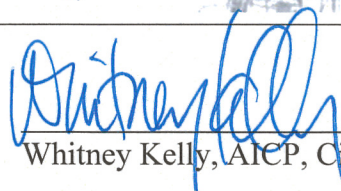
- Section 405.270: "C" Single Family Residential District
- Section 405.450.C: Residential Designed Development Procedure
- 405.940: Signs in Residential Districts
- Chapter 410: Subdivision and Development of Land

APPLICANT: Richard Norvell
Volz Inc.
10849 Indian Head Ind. Blvd
St. Louis, MO 63132

PROPERTY OWNER: Benton Homebuilders, Inc.
1000 Executive Parkway
St. Louis, MO 63141



REPORT PREPARED BY:


Whitney Kelly, AICP, City Planner

9/13/2013
Date

ATTACHMENTS: Applicant's Final Plat submitted on September 13, 2013
Draft Ordinance
Ordinance No. 5294

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Retail strip center and Childcare (under construction).	"GC" General Commercial	N/A
South	Single-family detached residences	"C" Single-family Residential	N/A
East	Single-family detached residences	"C" Single-family Residential	N/A
West	Office building and single-family detached residences	"CB" Core Business and "B" Single-family Residential	Mosley Rd.

DISCUSSION

Final Plat

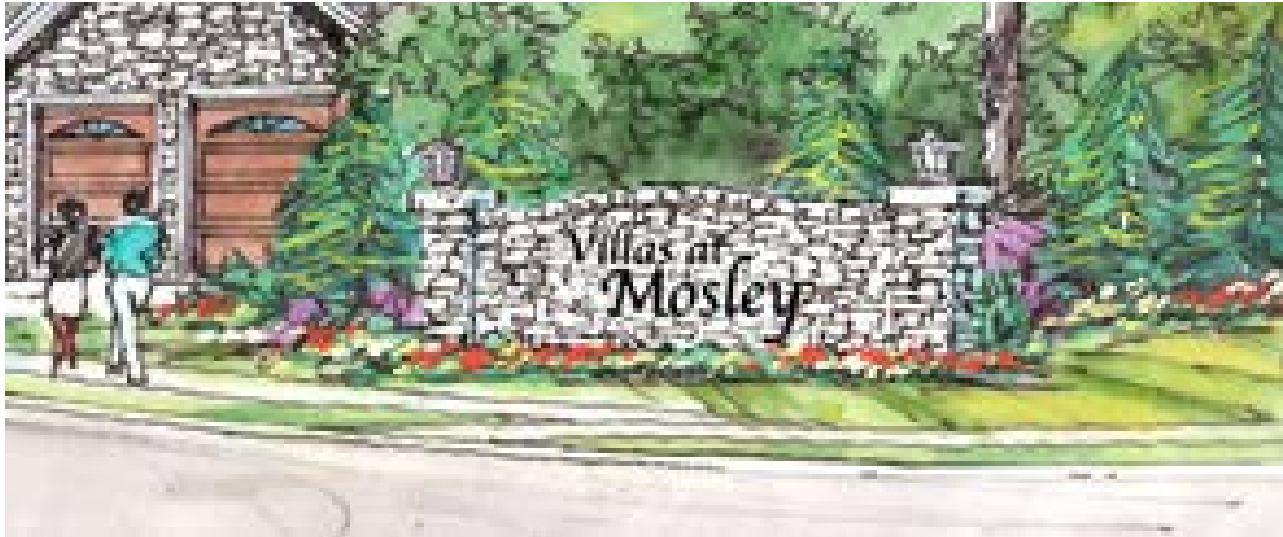
The Planning and Zoning Commission initially reviewed the preliminary subdivision plat with the RDD request on November 19th, and then again on December 17, 2012. In a 3-3 vote, the Commission recommended against the proposed development. The City Council subsequently approved the development with the RDD designation on January 28, 2013. The preliminary plat approved by Council indicated that the average lot size will be 11,760 for all 10 lots. However, with the dedication of additional right-of-way along Mosley Road at the request of the City to contribute toward a consistent Mosley Road right-of-way, the average lot size has decreased by 11.0 square feet. *Section 400.010, Effect of Dedication of Land to City Upon Owner's Use of Remaining Property*, states that such dedication shall not be counted against the property owner. Thus, the Final Plat is substantially the same as the preliminary plat and, since final plat review is largely a ministerial act, it should be approved by the Planning Commission and City Council.

Subdivision Sign

A condition of the RDD ordinance requires that the subdivision entry monument shall be in substantial conformance with the illustration attached to the Staff Memorandum submitted for the City Council meeting of January 28, 2013, subject to the issuance of a sign permit in accordance with Article VIII, Sign Regulations, of the Zoning Ordinance (Section 2.10). Below is a copy of the referenced monument sign presented to Council:



Below is a close-up view of the proposed sign:

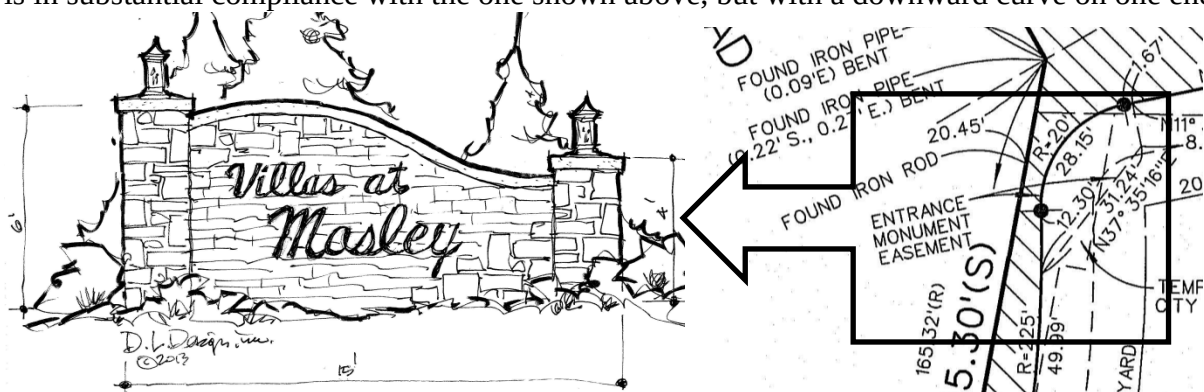


To secure the appropriate sign permit, all residential development signs are reviewed and approved by the Planning and Zoning Commission, per the following:

SECTION 405.940: SIGNS IN RESIDENTIAL DISTRICTS

B. Residential Development Signs. Permanent signs designating a subdivision, neighborhood or multi-family development for traffic efficiency and safety shall be approved by the Planning and Zoning Commission through the site development plan approval process as defined in Section 405.1080. Such signs shall be limited to twelve (12) square feet per sign face with a maximum of two (2) sign faces.

The Applicant is seeking approval for the residential development sign where the sign structure is in substantial compliance with the one shown above, but with a downward curve on one end:



The structure will be stone masonry that is consistent with the facades of the houses within the development. As shown above on the final plat, it is located at the southeast corner of Mosley Road and Mosley Manor Court, just outside of the right-of-way, but within the setback of both roads. To ensure the proper completion of the sign per the Commission's decision, Staff recommends a condition of approval requiring the applicant to submit final construction drawings in strict conformance with the location and design of the proposed sign.

CONDITIONS OF APPROVAL FOR THE FINAL PLAT

Should the Planning and Zoning Commission recommend approval of the proposed final plat, staff recommend the following condition be added:

- The applicant shall provide two paper copies and one electronic copy of the recorded plat to the City of Creve Coeur.
- The subdivision indentures shall be reviewed and approved by the City Attorney prior to the signing of the Mylar.

ACTION

Action on this item will be in the form of a motion to recommend approval as presented, or approval with additional conditions to meet all technical requirements. The following is an example motion for this application:

- 1) "I move to recommend approval of the final subdivision plat for the Villas on Mosley Subdivision with the condition listed in the staff memo, dated September 13, 2013." (Other conditions may be added, eliminated, altered, and modified by prior motion).

CONDITIONS OF APPROVAL FOR THE SUBDIVISION SIGN

If the Planning and Zoning Commission finds that the residential subdivision sign is in substantial compliance with the design approved through Ordinance No. 5294, and in agreement with the sign location, then the Commission should vote on a motion for approval, approval with conditions, or deferral. Recommended conditions of approval within the Staff Report are:

- The Applicant shall submit final construction drawings in strict conformance with the design and location of the sign as approved by the Planning Commission on September 16, 2013.

ACTION

Action on this item will be in the form of a motion to recommend approval as presented, or an approval with conditions. Assuming agreement with the Staff Report, the following is an example motion for this application:

- 2) "I move to approve the residential development sign as presented to the Planning and Zoning Commission per the condition listed in the Staff Report on Application 13-039, dated September 16, 2013" (Required changes to the sign and additional conditions should be approved by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

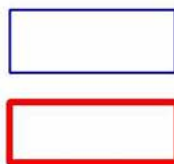
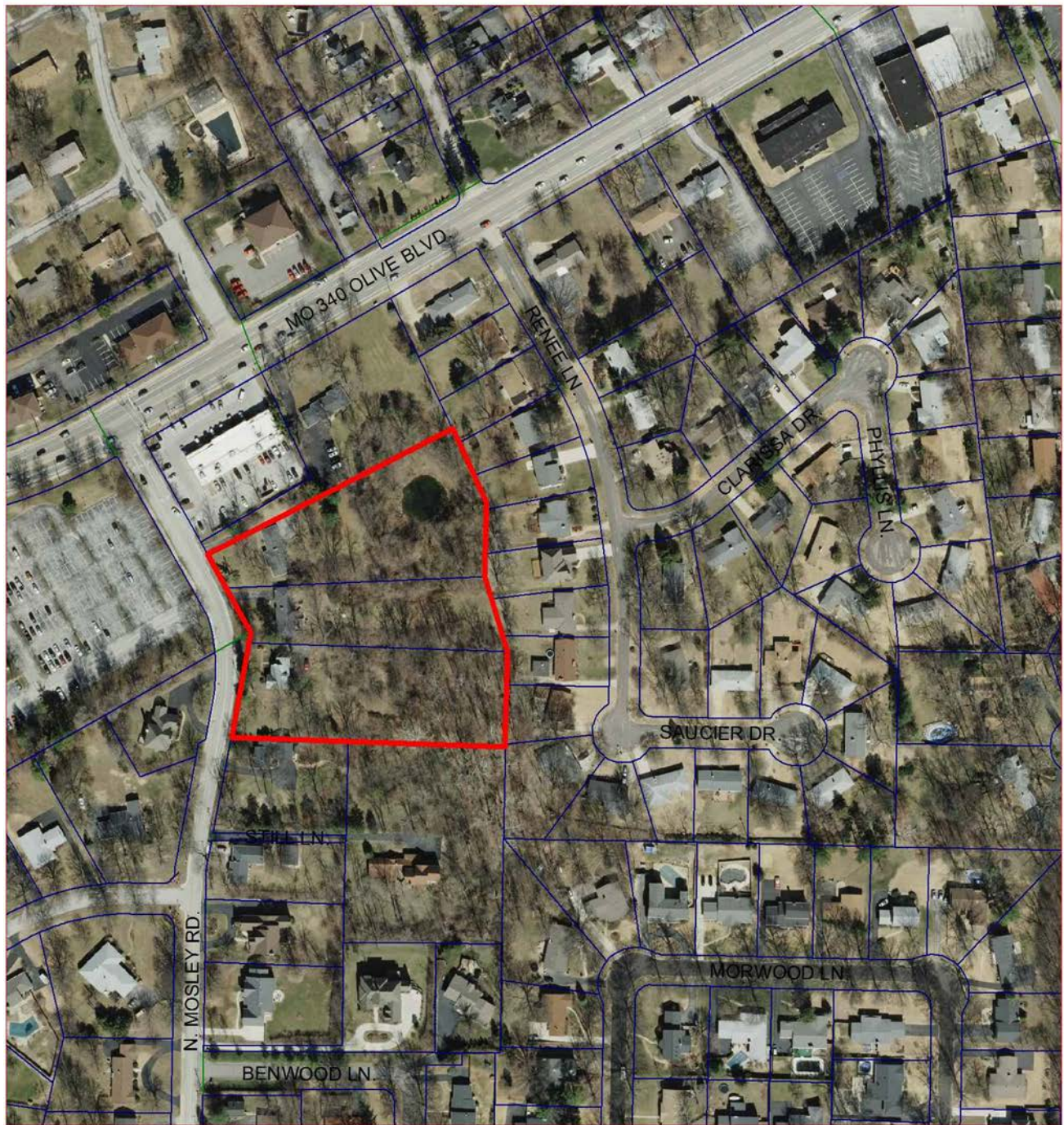
APPENDIX 2: ZONING CODE (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

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

**APPENDIX 3: CREVE COEUR SUBDIVISION AND LAND DEVELOPMENT REGULATIONS
(CHAPTER 410 OF THE CREVE COEUR MUNICIPAL CODE)**

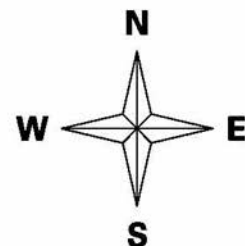
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 4: AERIAL MAP

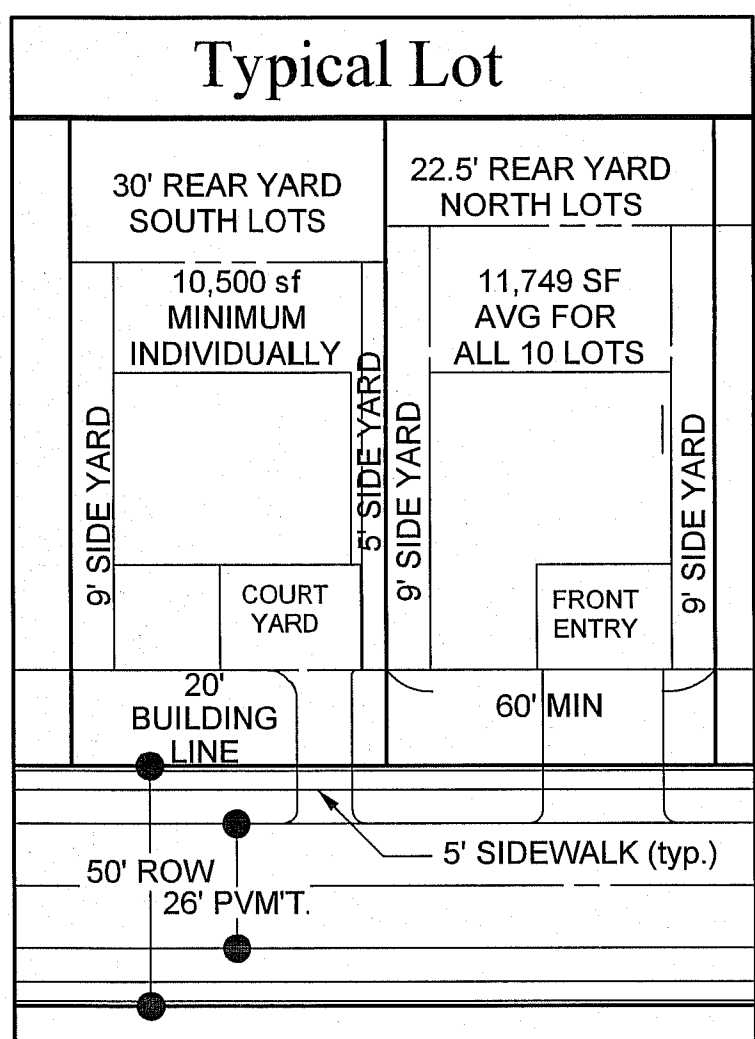


Property lines

Villas on Mosley Subdivision



TOTAL SITE AREA	4.0 ACRES - (174,314 SF)
AVERAGE LOT SIZE	11,749 SF
AVERAGE LOT IMPERVIOUS AREA	5,000 SF
AVERAGE LOT COVERAGE	5,000 SF 43% MAXIMUM LOT COVERAGE
AVERAGE LOT IMPERVIOUS AREA	5,000 SF
TOTAL SITE COVERAGE	11,749 SF
AVERAGE LOT IMPERVIOUS AREA	5,000 SF x 10 LOTS = 50,000 SF
PAVEMENT & WALK IMPERVIOUS AREA	19,587 SF
TOTAL IMPERVIOUS AREA	69,587 SF
TOTAL SITE COVERAGE	89,587 SF 40 % TOTAL SITE COVERAGE
	174,314 SF

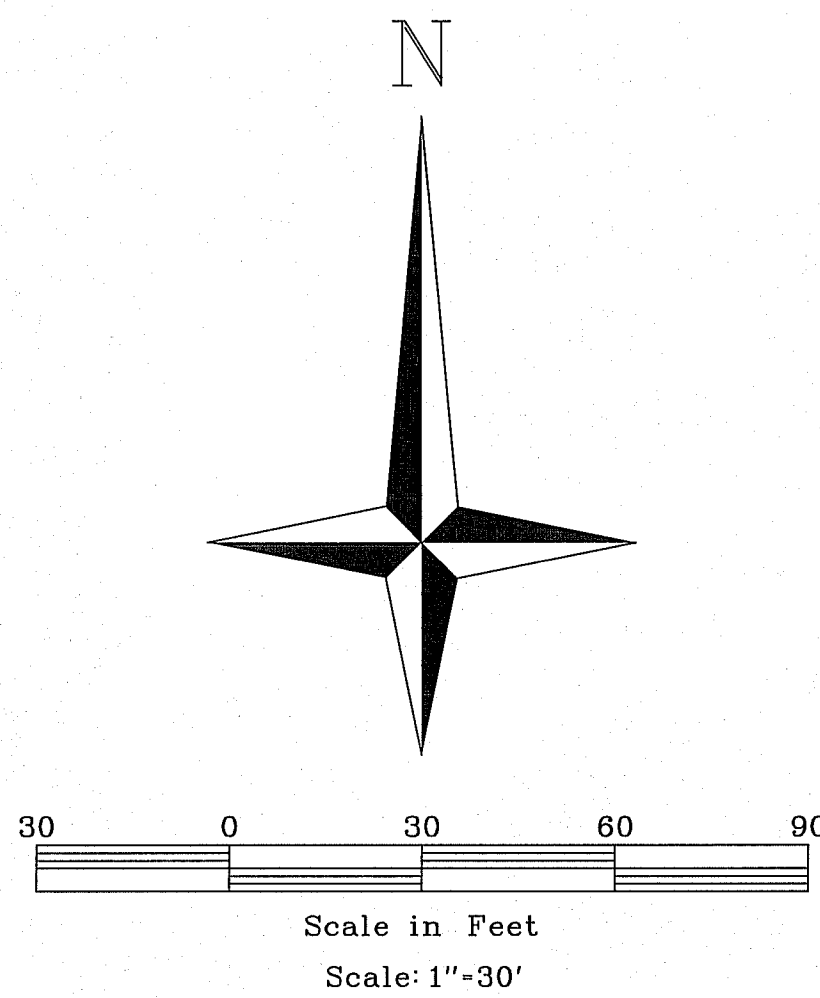
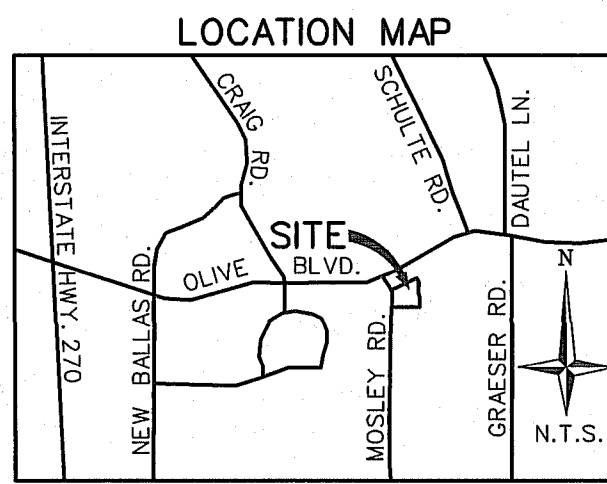


VILLAS ON MOSLEY A TRACT OF LAND BEING ADJUSTED PARCEL 2 OF BOUNDARY ADJUSTMENT PLAT (P.B. 360, PG. 377) AND A TRACT OF LAND IN FRACTIONAL SECTION 2 TOWNSHIP 45 NORTH - RANGE 5 EAST CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI ZONED "C" SINGLE-FAMILY RESIDENTIAL DISTRICT

We, Volz Incorporated, have by order of Benton Homebuilders, prepared a subdivision plat of "A tract of land being Adjusted Parcel 2 of 'Boundary Adjustment Plat' recorded in Plat Book 360 page 377 of the St. Louis County records, in U.S. Survey 1962 and Fractional Section 2, and a tract of land in Fractional Section 2, all in Township 45 North - Range 5 East, City of Creve Coeur, St. Louis County, Missouri" based on a survey by Volz Incorporated dated February 1, 2006 and the results are shown hereon. This survey was executed in compliance with the current Missouri Minimum Standards for Property Boundary Surveys adopted by The Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects and The Missouri Department of Natural Resources, and meets the accuracy requirements set forth for Urban Class property. Monumentation shown on this plat will be set upon completion of construction.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 12th day of September, 2013.

VOLZ INCORPORATED
Richard G. Norvell
Professional Land Surveyor
Mo. P.L.S. #2005000077



LEGEND
N/F NOW OR FORMERLY
(R) RECORD DISTANCE
(S) SURVEY DISTANCE
● SEMI-PERMANENT MONUMENT
▲ PERMANENT MONUMENT

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "Villas On Mosley". Mosley Manor Court, 50 feet wide and the dedication along the east line of Mosley Road, varying width, together with all cul-de-sacs and roundings located at street intersections, which for better identification are shown hachured on this plat, are hereby dedicated to the City of Creve Coeur, Missouri for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to The City of Creve Coeur, Missouri, Missouri American Water, Laclede Gas Company, Ameren Missouri, AT&T, The Metropolitan St. Louis Sewer District and Charter Communications, their successors and assigns as their interests may appear for the purpose of improving, constructing, replacing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities.

The Entrance Monument Easement as shown on this plat is hereby dedicated to the Trustees of this subdivision, their successors and assigns, for the purpose of constructing, maintaining, and repairing an entrance monument.

The Retaining Wall Easements shown hereon, are hereby dedicated to the Trustees of this subdivision, their successors and assigns, for the purpose of constructing, maintaining and repairing the retaining walls and to use such additional space adjacent to the easements so granted as may be required for working room during construction, reconstruction, maintenance, or repair of the aforementioned retaining walls.

The Retaining Wall Access Easements shown hereon, are hereby dedicated to the Trustees of this subdivision, their successors and assigns, to be used as a means of ingress and egress to the retaining walls as needed.

The easement to the Homeowners Association shown at the southwest corner of Lot 6 hereon, is hereby dedicated to the Homeowners Association of this subdivision, their successors and assigns, to be used for the purpose of landscaping and/or additional monumentation.

Building lines as shown on this plat are hereby established.

This subdivision is subject to conditions and restrictions recorded the _____ day of _____, 2013 as Daily Number _____ in the St. Louis County Records.

The common ground shown on this plat has been conveyed forever to the Trustees of Villas On Mosley by General Warranty Deed recorded the _____ day of _____, 2013 as Daily Number _____ in the St. Louis County Records.

All common ground, such as cul-de-sac islands and divided street islands or median strips, are hereby dedicated to the Trustees of the aforementioned subdivision for landscape maintenance. However, no above ground structure, other than required street lights or other public utilities in accordance with the approved improvement plans, may be constructed or installed within the cul-de-sac islands or median strips without authorization by the City of Creve Coeur Department of Public Works.

Two permanent monuments for each block created (indicated as ▲) and semi permanent monuments at all lot corners (indicated as ●) will be set, with the exception that the front lot corners may be monumented by notices or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 10 CSR 302-090 of the Missouri Department of Natural Resources and 20 CSR 2030-16090 of the Missouri Department of Insurance, Financial Institutions and Professional Registration.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this _____ day of _____, 2013.

BENTON HOMEBUILDERS, INC. _____
William Levinson, President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this _____ day of _____, 2013, before me personally appeared William Levinson, who being by me duly sworn did say that he is the President of Benton Homebuilders, Inc., a corporation by the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said William Levinson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: _____
Notary Public

WHEREAS, _____, 20 _____, and recorded in the Recorder's office, in and for the County of St. Louis and State of Missouri, in Book _____ at page _____, conveyed to the trustee therein named, certain real estate, to secure the payment of certain note or notes in said deed described and set forth; and whereas, said deed of trust and note or notes has or have been PARTLY paid and satisfied.

NOW, THEREFORE, the undersigned, present holder and legal owner of said deed of trust and note or notes, does hereby by REMISE, RELEASE AND QUIT-CLAIM unto the present owners, PART of the estate in said deed of trust described, situated in the County of St. Louis, and State of Missouri, to wit: All common ground or common land shown on this plat and all streets, public or private, or roadway easements on this plat.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging free, clear and discharged from the encumbrance of said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 2013.

On this _____ day of _____, 2013, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of _____, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: _____
Notary Public

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this _____ day of _____, 2013, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of _____, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: _____
Notary Public

PREPARED FOR:
BENTON HOMEBUILDERS, INC.
1000 EXECUTIVE PARKWAY
SUITE 106
CREVE COEUR, MO 63141
314-336-5555

WHEREAS, _____, 20 _____, and recorded in the Recorder's office, in and for the County of St. Louis and State of Missouri, in Book _____ at page _____, conveyed to the trustee therein named, certain real estate, to secure the payment of certain note or notes in said deed described and set forth; and whereas, said deed of trust and note or notes has or have been PARTLY paid and satisfied.

NOW, THEREFORE, the undersigned, present holder and legal owner of said deed of trust and note or notes, does hereby by REMISE, RELEASE AND QUIT-CLAIM unto the present owners, PART of the estate in said deed of trust described, situated in the County of St. Louis, and State of Missouri, to wit: All common ground or common land shown on this plat and all streets, public or private, or roadway easements on this plat.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging free, clear and discharged from the encumbrance of said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 2013.

On this _____ day of _____, 2013, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of _____, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: _____
Notary Public

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this _____ day of _____, 2013, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of _____, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: _____
Notary Public

Approved by the City of Creve Coeur Planning and Zoning Commission on this _____ day of _____, 2013.

Planning and Zoning Commission
City of Creve Coeur, Missouri
Timothy Madden, Chair

I, Deborah Ryan, City Clerk for and within the City of Creve Coeur, Missouri, do hereby certify that this plat of "Villas On Mosley" was approved by the City Council of the City of Creve Coeur by Ordinance Number _____ on _____, 2013.

Deborah Ryan, MRCC, City Clerk

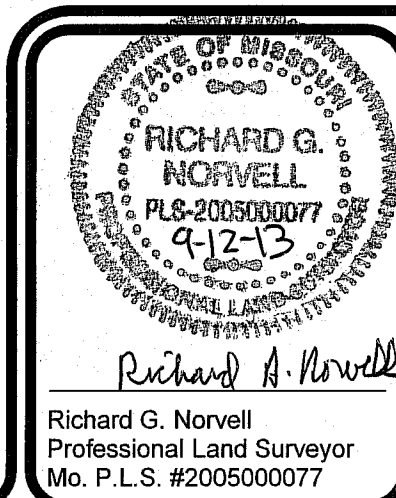
Property Description:
A tract of land being Adjusted Parcel 2 of "Boundary Adjustment Plat" recorded in Plat Book 360 page 377 of the St. Louis County records, in U.S. Survey 1962 and Fractional Section 2, and a tract of land in Fractional Section 2, all in Township 45 North - Range 5 East, City of Creve Coeur, St. Louis County, Missouri, being more particularly described as:

Beginning at a point in the East line of Mosley Road, variable width, being the Westernmost corner of said Adjusted Parcel 2; thence Northeastwardly along the Northwest line of said Adjusted Parcel 2 North 59 degrees 14 minutes 00 seconds East 442.97 feet to a point in the West line of "Wir-Don Meadows", a subdivision according to the plat thereof recorded in Plat Book 69 page 21 of the St. Louis County records; thence Southwardly along said West line of "Wir-Don Meadows", being also the East line of said Adjusted Parcel 2, the following courses and distances: South 25 degrees 41 minutes 00 seconds East 139.27 feet, South 2 degrees 06 minutes 00 seconds West 117.70 feet and South 18 degrees 08 minutes 30 seconds East 127.13 feet to the Southeast corner of said Adjusted Parcel 2, being also the Northeast corner of property described in deed to Daniel T. Sims and Diane R. Sims, husband and wife, recorded in Book 12704 page 2165 of the St. Louis County records; thence Southwardly along the East line of said Sims property, being also the West line of said "Wir-Don Meadows", South 0 degrees 58 minutes 00 seconds West 152.83 feet to the Southeast corner of said Sims property; thence Westwardly along the South line of said Sims property North 89 degrees 02 minutes 00 seconds West 439.93 feet to a point in the aforesaid East line of Mosley Road, variable width; thence Northwardly along said East line of Mosley Road, variable width, the following courses and distances: North 10 degrees 14 minutes 00 seconds East 165.30 feet, North 29 degrees 52 minutes 00 seconds West 89.62 feet, North 86 degrees 28 minutes 00 seconds East 5.58 feet and North 29 degrees 52 minutes 00 seconds West 48.44 feet to the point of beginning and containing 4.002 acres according to a survey by Volz Incorporated.

General Notes:
1. Bearing system was adopted from "Boundary Adjustment Plat" recorded in Plat Book 360 page 377 of the St. Louis County records.
2. The "Possible Easement" shown in Lot 5 and Mosley Manor Court was taken graphically from instrument recorded in Deed Book 5090 page 520. No document has been found or provided this Surveyor for examination to determine if the easement shown is in existence.
3. St. Louis County Benchmark:
13-197, "1" on sidewalk at the northwestern corner of a one story brick building, 70' east of Mosley Road and 100' south of Olive Street Road. Elevation = 679.36 (NGVD '29).
Site Benchmark:
Top of found iron pipe near most western corner of property at address #842 Mosley Road. Elevation = 677.35 (NGVD '29).

Title Commitment Schedule B - Section II Notes:
Property is referenced from Commitment Number T120238, Revision #3/Update #1, by True Title Company, L.L.C., authorized agent of Old Republic National Title Insurance Company, with an effective date of July 15, 2013, which was relied upon to disclose all easements, restrictions and rights of way affecting this property. Volz Incorporated comments are shown in parenthesis.

4. Building lines, Restrictions, Covenants and Easements, according to the Plat of said Subdivision recorded in Plat Book 87 page(s) 20. (subject to, not shown)
5. Easement granted to Union Electric Company and recorded in Book 3888 Page 471 (does not affect this property) and Book 3888 Page 475 (does not affect this property).
6. Easement granted to Metropolitan St. Louis Sewer District and recorded in Book 5090 Page 520 (subject to, shown) and Book 5090 page 524 (subject to, shown).
7. Easement granted to City of Creve Coeur and recorded in Book 7389 Page 1136 (does not affect this property), Book 7389 Page 1142 (subject to, shown, may have expired) and Book 7398 page 434 (subject to, shown, temporary construction easement may have expired).



VOLZ
Incorporated

10849 Indian Head Indl. Blvd.
St. Louis, Missouri 63132
314.429.6212 main - 314.890.1250 fax
WWW.VOLZINC.COM

Richard G. Norvell
Professional Land Surveyor
Mo. P.L.S. #2005000077

MISSOURI CORPORATE CERTIFICATES OF AUTHORITY:
NO. 000019 EXPIRES: DECEMBER 31, 2013 - LAND SURVEYING
NO. 000203 EXPIRES: DECEMBER 31, 2013 - ENGINEERING

CITY OF CREVE COEUR ORDINANCE NO. 5294

AN ORDINANCE TO AUTHORIZE A RESIDENTIAL DESIGNED DEVELOPMENT (RDD) WITH ACCOMPANYING PRELIMINARY SUBDIVISION PLAT AND SITE DEVELOPMENT PLAN FOR THE PROPOSED VILLAS AT MOSLEY SUBDIVISION, ON 4 ACRES OF LAND LOCATED SOUTH OF OLIVE BOULEVARD AND EAST OF MOSLEY ROAD.

WHEREAS, William Levinson, of Benton Homebuilders, has submitted an application for the preliminary plat approval for the subdivision of four acres that is part of 842, 834, and 828 Mosley Road, zoned "C" Single Family Residential District; and

WHEREAS, in accordance with Sections 405.270, 405.450(C), and 405.1080 of the Zoning Ordinance, the applicant has submitted a Site Development Plan and Preliminary Plat to the Department of Planning for the Villas at Mosley subdivision, including 10 lots on the 4 acres, with residential designed development (RDD); and

WHEREAS, On November 19 and December 17, 2012, the Planning and Zoning Commission reviewed the RDD request and accompanying Preliminary Plat and by 3-3 vote, did not recommend approval; and

WHEREAS, all persons who presented themselves 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 finds that the Residential Designed Development proposal, as submitted on December 5, 2012, is consistent with good planning practice, consistent with good site landscape planning, is not detrimental to the existing and permitted uses in the surrounding area, is deemed desirable to provide the purpose of Section 405.450 of the Zoning Code and is in accordance with the criteria of Section 405.450(C)(1-3) of the Zoning Code regarding minimum project area, gross acreage, yards, and site and building coverage.

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

SECTION 1: A residential designed development permit is hereby granted for the Villas at Mosley Subdivision, approximately 4 acres of land located south of Olive Boulevard and east of Mosley Road and legally described as follows:

A tract of land being Lot 3 and part of Lots 1 and 2 of "Kraemer Acres", a Subdivision according to the plat thereof recorded in Plat Book 87, Page 20 of the St. Louis County Records and part of U.S. Survey 1962 and Fractional Section 2, Township 45 North, Range 5 East, in the City of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Southeastern right-of-way line of Olive Street Road, 90 feet wide, at its intersection with the Western line of Lot 1 of "Wir-Don Meadows" a Subdivision, according to the plat thereof recorded in Plat Book 69, Page 21 of the St. Louis County Records, thence Southwardly, along the Western line of said Lot 1 and the Western line of Lots 2 through 10 of said Wir-Don Meadows, South 25 degrees 41 minutes 00 seconds East 362.25 feet to a point; thence South 02 degrees 06 minutes 00 seconds West 117.70 feet to a point; thence South 18 degrees 08 minutes 30 seconds East 127.13 feet to a point; thence South 00 degrees 58 minutes 00 seconds West 152.83 feet to the Southeastern corner of property conveyed to Daniel T. and Diane R. Sims by deed recorded in Deed Book 12704, Page 2165, of the St. Louis County Records; thence Westwardly, along the Southern line thereof, North 89 degrees 02 minutes 00 seconds West 439.93 feet to its intersection with the Eastern right-of-way line of Mosley Road, variable width; thence Northwardly, along the Eastern right-of-way line thereof, North 10 degrees 14 minutes 00 seconds East 165.30 feet to a point; thence Northwestwardly, continuing along the Eastern right-of-way line of said Mosley Road, North 29 degrees 52 minutes 00 seconds West 89.62 feet to a point; thence North 86 degrees 28 minutes 00 seconds East 5.58 feet to the most Southern corner of said Lot 3 of Kraemer Acres, as aforementioned; thence Northwestwardly, continuing along the Eastern right-of-way line of said Mosley Road, North 29 degrees 52 minutes 00 seconds West 85.44 feet to the most Western corner of said Lot 3; thence Northeastwardly, along the Northwestern line of said Lot 3, North 59 degrees 14 minutes 00 seconds East 205.64 feet to its intersection with the Southwestern line of said Lot 2 of Kraemer Acres, as aforementioned; thence Northwestwardly, along the Southwestern line of said Lot 2; North 25 degrees 41 minutes 00 seconds West 186.05 feet to its intersection with the Southeastern right-of-way line of Olive Street Road, as aforementioned; thence Northeastwardly, along the Southeastern right-of-way line thereof, North 59 degrees 17 minutes 00 seconds East 5.400 acres, more or less.

Excepting therefrom the following:

A tract of land being part of Lots 1, 2 and 3 of "Kraemer Acres", a subdivision according to the plat thereof recorded in Plat Book 87 page 20 of the St. Louis County Records, in U.S. Survey 1962, Township 45 North - Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the Southeast right-of-way line of Olive Street Road, 90 feet wide, and the West line of Lot 1 of "Wir-Don Meadows", a subdivision according to the plat thereof recorded in Plat Book 69 page 21 of the St. Louis County Records; thence Southwardly along said West line of Lot 1 and the West line of Lots 2 and 3 of said "Wir-Don Meadows" South 25 degrees 41 minutes 00 seconds East 222.98 feet to a point; thence South 59 degrees 14 minutes 00 seconds West 442.97 feet to a point in the East line of Mosley Road, variable width; thence Northwardly along said East line of Mosley Road, variable width, North 29 degrees 52 minutes 00 seconds West 37.00 feet to the Westernmost corner of aforesaid Lot 3 of "Kraemer Acres"; thence Northeastwardly along the Northwest line of said Lot 3 North 59 degrees 14 minutes 00 seconds East 205.64 feet to a point in the West line of aforesaid Lot 2 of "Kraemer Acres"; thence Northwardly along said West line of Lot 2 North 25 degrees 41 minutes 00 seconds West 186.05 feet to a point in the aforesaid Southeast right-of-way line of Olive Street Road; thence Northeastwardly along said Southeast right-of-way line North 59 degrees 17 minutes 00 seconds East 240.02 feet to the point of beginning and containing 1.398 acres according to a survey by Volz Incorporated.

The above-described property contains 4.002 acres according to calculations by Volz Incorporated on September 21, 2012.

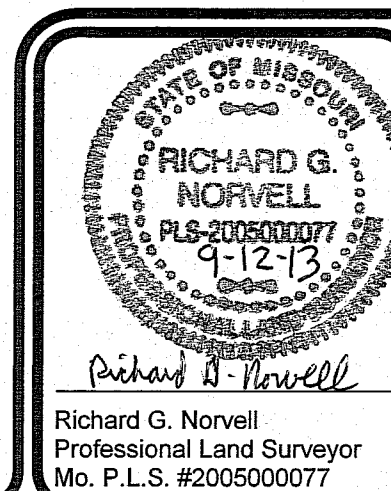
SECTION 2: The Villas at Mosley RDD shall conform to the Site Development Plan/Preliminary Plat and Landscape Plan, received January 8, 2013, by the Department of Planning or as further revised as required and approved by the City of Creve Coeur, and are further subject to the following conditions:

- The building setbacks shall be noted on the final plat as shown on the aforesaid January 8, 2013 plans, follows:
 - The front setback shall be twenty feet (20').
 - The rear setback for lots on the north side of the subdivision street shall be twenty-two and one-half feet (22.5').
 - The rear setback for lots on the south side of the subdivision street shall be thirty feet (30').
 - The side setbacks shall be nine feet (9').
 - Notwithstanding the foregoing, the side setback adjacent to a side-entry garage may be reduced from nine feet (9') to five-feet (5') as long as the resulting distance to the next house is no less than fourteen feet (14').
- Front façades shall be entirely of brick and/or stone and shall return down both sides a minimum of six feet (6') with a maximum deviation of three feet (3') in either direction for design and aesthetic continuity, subject to Zoning Administrator approval, except that any side walls facing a street (i.e. Lots 1 and 6) shall be finished entirely with the same materials as the front façade and the homes on Lots 1 and 6 shall be constructed with hip or partial hip roofs to minimize the western facade.
- Individual homes shall not be constructed with more than 10% vinyl siding on all elevations. Other forms of siding, such as "Hardi-plank" may be permissible with the Zoning Administrator's approval.
- Chimneys shall be constructed of brick or stone masonry.
- All front entries shall be covered to a minimum depth of five feet (5') and provide a minimum of thirty square feet (30 sq.ft.) of covered standing area.
- Only single-width doors may be used on front-facing garages.
- Front-facing garage doors shall be located a maximum of eight feet (8') forward of the principle (largest) front façade of the house.
- All side walls shall have at least two windows, excluding entry doors.
- All driveways shall be finished in decorative pavers, stamped and colored concrete, or exposed aggregate.
- The subdivision entry monument shall be in substantial conformance with the illustration attached to the Staff Memorandum submitted for the City Council meeting of January 28, 2013, subject to the issuance of a sign permit in accordance with Article VIII, Sign Regulations, of the Zoning Ordinance.
- No building permit for a house shall be issued prior to construction of the subdivision entry monument.
- The Final Subdivision Plat shall be revised to indicate that approaches to intersections shall have a grade not exceeding three percent (3%) for a distance of not less than one hundred fifty (150) feet measured from the centerline of the intersecting street as required by Section 410.240.F.5.
- Prior to issuance of any building permits, the applicant shall prepare and record the final subdivision plat as approved by the City Council and indentures requiring public access, maintenance, insurance, funding, maintenance of the stormwater basin, and common ground area, as approved by the City Attorney.

SECTION 3: As set forth in Section 405.1080 of the Zoning Ordinance of the City of Creve Coeur, Site Development Plans approved by the City of Creve Coeur shall be valid for a period of up to one (1) year from the date it is approved. After one year, a Site Development Plan will no longer be valid unless an extension is granted. The City of Creve Coeur may grant one, one (1) year extension prior to the expiration of the Site Development Plan upon written request of the applicant submitted to the City at least 180 days prior to the expiration date and granted prior to the expiration date.

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

ADOPTED THIS 28TH DAY OF JANUARY, 2013.



VOLZ
Incorporated
10849 Indian Head Ind'l. Blvd.
St. Louis, Missouri 63132
314.426.6212 main - 314.890.1250 fax
WWW.VOLZINC.COM

MISSOURI CORPORATE CERTIFICATES OF AUTHORITY:
NO. 000019 EXPIRES: DECEMBER 31, 2013 - LAND SURVEYING
NO. 000203 EXPIRES: DECEMBER 31, 2013 - ENGINEERING

Villas On Mosley
834 & 842 N. Mosley Rd.
Creve Coeur, MO 63141

11166-0
Sheet 2 of 2

**AN ORDINANCE TO AUTHORIZE A RESIDENTIAL DESIGNED
DEVELOPMENT (RDD) WITH ACCOMPANYING PRELIMINARY SUBDIVISION
PLAT AND SITE DEVELOPMENT PLAN FOR THE PROPOSED VILLAS AT
MOSLEY SUBDIVISION, ON 4 ACRES OF LAND LOCATED SOUTH OF OLIVE
BOULEVARD AND EAST OF MOSLEY ROAD.**

WHEREAS, William Levinson, of Benton Homebuilders, has submitted an application for the preliminary plat approval for the subdivision of four acres that is part of 842, 834, and 828 Mosley Road, zoned "C" Single Family Residential District; and

WHEREAS, in accordance with Sections 405.270, 405.450(C), and 405.1080 of the Zoning Ordinance, the applicant has submitted a Site Development Plan and Preliminary Plat to the Department of Planning for the Villas at Mosley subdivision, including 10 lots on the 4 acres, with residential designed development (RDD); and

WHEREAS, On November 19 and December 17, 2012, the Planning and Zoning Commission reviewed the RDD request and accompanying Preliminary Plat and by 3-3 vote, did not recommend approval; and

WHEREAS, all persons who presented themselves 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 finds that the Residential Designed Development proposal, as submitted on December 5, 2012, is consistent with good planning practice, consistent with good site landscape planning, is not detrimental to the existing and permitted uses in the surrounding area, is deemed desirable to provide the purpose of Section 405.450 of the Zoning Code and is in accordance with the criteria of Section 405.450(C)(1-3) of the Zoning Code regarding minimum project area, gross acreage, yards, and site and building coverage;

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

SECTION 1: A residential designed development permit is hereby granted for the Villas at Mosley Subdivision, approximately 4 acres of land located south of Olive Boulevard and east of Mosley Road and legally described as follows:

A tract of land being Lot 3 and part of Lots 1 and 2 of "Kraemer Acres", a Subdivision according to the plat thereof recorded in Plat Book 87, Page 20 of the St. Louis County Records and part of U.S. Survey 1962 and Fractional Section 2, Township 45 North, Range 5 East, in the City of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Southeastern right-of-way line of Olive Street Road, 90 feet wide, at its intersection with the Western line of Lot 1 of "Wir-Don Meadows" a Subdivision, according to the plat thereof recorded in Plat Book 69, Page 21 of the St. Louis County Records, thence Southwardly, along the Western line of said Lot 1 and the Western line of Lots 2 through 10 of said Wir-Don Meadows, South 25 degrees 41 minutes 00 seconds East 362.25 feet to a point; thence South 02 degrees 06 minutes 00

seconds West 117.70 feet to a point; thence South 18 degrees 08 minutes 30 seconds East 127.13 feet to a point; thence South 00 degrees 58 minutes 00 seconds West 152.83 feet to the Southeastern corner of property conveyed to Daniel T. and Diane R. Sims by deed recorded in Deed Book 12704, Page 2165, of the St. Louis County Records; thence Westwardly, along the Southern line thereof, North 89 degrees 02 minutes 00 seconds West 439.93 feet to its intersection with the Eastern right-of-way line of Mosley Road, variable width; thence Northwardly, along the Eastern right-of-way line thereof, North 10 degrees 14 minutes 00 seconds East 165.30 feet to a point; thence Northwesterly, continuing along the Eastern right-of-way line of said Mosley Road, North 29 degrees 52 minutes 00 seconds West 89.62 feet to a point; thence North 86 degrees 28 minutes 00 seconds East 5.58 feet to the most Southern corner of said Lot 3 of Kraemer Acres, as aforementioned; thence Northwesterly, continuing along the Eastern right-of-way line of said Mosley Road, North 29 degrees 52 minutes 00 seconds West 85.44 feet to the most Western corner of said Lot 3; thence Northeasterly, along the Northwestern line of said Lot 3, North 59 degrees 14 minutes 00 seconds East 205.64 feet to its intersection with the Southwestern line of said Lot 2 of Kraemer Acres, as aforementioned; thence Northwesterly, along the Southwestern line of said Lot 2; North 25 degrees 41 minutes 00 seconds West 186.05 feet to its intersection with the Southeastern right-of-way line of Olive Street Road, as aforementioned; thence Northeasterly, along the Southeastern right-of-way line thereof, North 59 degrees 17 minutes 00 seconds East 5.400 acres, more or less.

Excepting therefrom the following:

A tract of land being part of Lots 1, 2 and 3 of "Kraemer Acres", a subdivision according to the plat thereof recorded in Plat Book 87 page 20 of the St. Louis County Records, in U.S. Survey 1962, Township 45 North - Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the Southeast right-of-way line of Olive Street Road, 90 feet wide, and the West line of Lot 1 of "Wir-Don Meadows", a subdivision according to the plat thereof recorded in Plat Book 69 page 21 of the St. Louis County Records; thence Southwardly along said West line of Lot 1 and the West line of Lots 2 and 3 of said "Wir-Don Meadows" South 25 degrees 41 minutes 00 seconds East 222.98 feet to a point; thence South 59 degrees 14 minutes 00 seconds West 442.97 feet to a point in the East line of Mosley Road, variable width; thence Northwardly along said East line of Mosley Road, variable width, North 29 degrees 52 minutes 00 seconds West 37.00 feet to the Westernmost corner of aforesaid Lot 3 of "Kraemer Acres"; thence Northeastwardly along the Northwest line of said Lot 3 North 59 degrees 14 minutes 00 seconds East 205.64 feet to a point in the West line of aforesaid Lot 2 of "Kraemer Acres"; thence Northwardly along said West line of Lot 2 North 25 degrees 41 minutes 00 seconds West 186.05 feet to a point in the aforesaid Southeast right-of-way line of Olive Street Road; thence Northeastwardly along said Southeast right-of-way line North 59 degrees 17 minutes 00 seconds East 240.02 feet to the point of beginning and containing 1.398 acres according to a survey by Volz Incorporated.

The above-described property contains 4.002 acres according to calculations by Volz Incorporated on September 21, 2012.

SECTION 2: The Villas at Mosley RDD shall conform to the Site Development Plan/Preliminary Plat and Landscape Plan, received January 8, 2013, by the Department of Planning or as

further revised as required and approved by the City of Creve Coeur, and are further subject to the following conditions:

1. The building setbacks shall be noted on the final plat as shown on the aforesaid January 8, 2013 plans, as follows:
 - a. The front setback shall be twenty feet (20').
 - b. The rear setback for lots on the north side of the subdivision street shall be twenty-two and one-half feet (22.5').
 - c. The rear setback for lots on the south side of the subdivision street shall be thirty feet (30').
 - d. The side setbacks shall be nine feet (9').
 - e. Notwithstanding the foregoing, the side setback adjacent to a side-entry garage may be reduced from nine feet (9') to five-feet (5') as long as the resulting distance to the next house is no less than fourteen feet (14').
2. Front façades shall be entirely of brick and/or stone and shall return down both sides a minimum of six feet (6') with a maximum deviation of three feet (3') in either direction for design and aesthetic continuity, subject to Zoning Administrator approval, except that any side walls facing a street (i.e. Lots 1 and 6) shall be finished entirely with the same materials as the front façade and the homes on Lots 1 and 6 shall be constructed with hip or partial hip roofs to minimize the western facade.
3. Individual homes shall not be constructed with more than 10% vinyl siding on all elevations. Other forms of siding, such as "Hardi-plank" may be permissible with the Zoning Administrator's approval.
4. Chimneys shall be constructed of brick or stone masonry.
5. All front entries shall be covered to a minimum depth of five feet (5') and provide a minimum of thirty square feet (30 sq.ft.) of covered standing area.
6. Only single-width doors may be used on front-facing garages.
7. Front-facing garage doors shall be located a maximum of eight feet (8') forward of the principle (largest) front façade of the house.
8. All side walls shall have at least two windows, excluding entry doors.
9. All driveways shall be finished in decorative pavers, stamped and colored concrete, or exposed aggregate.
10. The subdivision entry monument shall be in substantial conformance with the illustration attached to the Staff Memorandum submitted for the City Council meeting of January 28, 2013, subject to the issuance of a sign permit in accordance with Article VIII, Sign Regulations, of the Zoning Ordinance.
11. No building permit for a house shall be issued prior to construction of the subdivision entry monument.
12. The Final Subdivision Plat shall be revised to indicate that approaches to intersections shall have a grade not exceeding three percent (3%) for a distance of not less than one hundred fifty (150) feet measured from the centerline of the intersecting street as required by Section 410.240.F.5.
13. Prior to issuance of any building permits, the applicant shall prepare and record the final subdivision plat as approved by the City Council and indentures requiring public access, maintenance, insurance, funding, maintenance of the stormwater basin, and common ground area, as approved by the City Attorney.

SECTION 3: As set forth in Section 405.1080 of the Zoning Ordinance of the City of Creve Coeur, Site Development Plans approved by the City of Creve Coeur shall be valid for a period

of up to one (1) year from the date it is approved. After one year, a Site Development Plan will no longer be valid unless an extension is granted. The City of Creve Coeur may grant one, one (1) year extension prior to the expiration of the Site Development Plan upon written request of the applicant submitted to the City at least 180 days prior to the expiration date and granted prior to the expiration date.

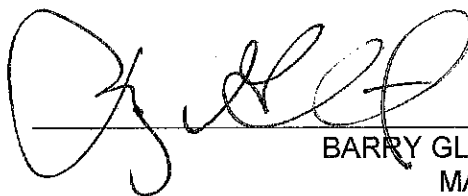
SECTION 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 28TH DAY OF JANUARY, 2013.



ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS 28TH DAY OF JANUARY, 2013.



BARRY GLANTZ
MAYOR

ATTEST:



DEBORAH RYAN, MPCC
CITY CLERK



city of **CREVE COEUR**

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

September 19, 2013

Mr. William Levinson
Benton Homebuilders
1000 Executive Parkway, Suite 106
Creve Coeur, MO 63141

Re: Application #13-032: Final Plat
Villas on Mosley

Mr. Levinson:

The Planning and Zoning Commission, at its meeting of September 16, 2013, reviewed your request for approval of the final plat and subdivision sign for the Villas on Mosley.

By a vote of 5 ayes and 1 nay, the Planning Commission recommends approval of the final plat and subdivision sign, subject to the conditions contained in the draft ordinance (see attached). The first reading of the draft ordinance by the City Council is scheduled for Monday, September 23rd, 2013. You or a representative should plan to be in attendance to speak for the request.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible. Note that significant changes to the draft ordinance may require that the matter be returned to the Planning and Zoning Commission prior to City Council approval.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: M.C. Perkins, City Administrator
G. Eidman, Chief of Police
S. Unser, Chief Building Official



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, SEPTEMBER 16, 2013
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, September 16, 2013, 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. Tim Madden, Chair*
 Dr. Michael Barton
 Mr. James Faron
 Mr. Ken Howard
 Mr. Charles Pullium
 Mr. Gene Rovak

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

6. NEW BUSINESS

A. Application #13-039: Approval for the final plat and subdivision sign for the Villas on Mosley

Applicant/Agent: Richard Norvell
Volz Inc.
10849 Indian Head Industrial Boulevard
St. Louis, MO 63132

Property Owner: Benton Homebuilders, Inc.
1000 Executive Parkway
St. Louis, MO 63141

Mr. William Levinson, 1000 Executive Parkway, presenting the final plat for the Villas on Mosley, said the final plat substantially conforms to the preliminary plat. Mr. Levinson said this is just a procedural step in the process to developing this property. Mr. Levinson said, in addition to this request, he is also seeking approval of an entrance monument. Mr. Levinson said the monument will conform to a previously shown drawing, it is 15 feet wide, made of stone masonry, black metal lettering, 6 feet high on one side, and 4 foot high on the other.

Mr. Faron motioned to recommend approval of the final subdivision plat for the Villas on Mosley Subdivision with the condition listed in the staff memo, dated September 13, 2013. Mr. Rovak seconded the motion with the resultant vote as follows:

Mr. Howard – nay
Mr. Rovak – aye

Dr. Barton – aye
Mr. Pullium – aye

Mr. Faron – aye
Chair – aye

Mr. Faron motioned to approve the residential development sign as presented to the Planning and Zoning Commission per the condition listed in the Staff Report on Application #13-039, dated September 16, 2013. Mr. Rovak seconded the motion with the resultant vote as follows:

Mr. Howard – nay
Mr. Rovak – aye

Dr. Barton – aye
Mr. Pullium – aye

Mr. Faron – aye
Chair – aye

9. **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 9:27 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONDITIONAL USE
PERMIT FOR THE CREVE COEUR RACQUET CLUB, LOCATED AT 12691
CONWAY ROAD, TO ALLOW INSTALLATION OF
TWO PLATFORM TENNIS COURTS**

WHEREAS, an application was submitted by Dan Apted, on behalf of the Creve Coeur Racquet Club, for an amendment to their conditional use permit (CUP) to allow the installation of two new platform tennis courts on Club property with a coverage area of less than 5,000 square feet or 10% of the total site area; and

WHEREAS, under Section 405.210 Table A, all Fitness and Recreational Sports Centers (NAICS # 713940) in the "A", Single-family Detached Residential zoning district require the issuance of a CUP as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, a CUP is authorized for the Creve Coeur Racquet Club by Ordinance #486, as subsequently amended by Ordinance #1593; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, September 16, 2013, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit amendment as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the conditional use permit amendment, subject to the conditions contained herein, at its meeting on September 16, 2013; and

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

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

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

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

Section 1: An amendment to Conditional Use Permit Ordinance Number 486, as amended by Ordinance Number 1593, is hereby authorized to be issued pursuant to Section 4 hereof to allow the installation of two new platform tennis courts with a coverage area of less than 5,000 square feet or 10% of the total site area at 12691 Conway Road in the "A", Single-family Detached Residential zoning district, whose legal description is as follows:

TO BE PROVIDED

Section 2: The amended conditional use permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Applicant shall continue to observe all conditions of approval in Ordinances Number 486 and 1593.
2. Two platform tennis courts may be installed on the property provided that the total additional site coverage shall not exceed 5,000 square feet or 10% of the total site area of the racquet club.
3. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. The platform courts shall be in substantial conformance with the Site Development Plan and Platform Court information materials submitted on July 18, 2013.
4. The Applicant is required to submit a Site Improvement Permit application, showing all exterior improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Landscape Plan" and "Site Development Plan," received, September 5, 2013 with the following exceptions below.
5. Additional evergreen plantings shall be installed to further screen the new platform courts and their lighting from the adjacent residences.
6. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
7. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
8. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue an Amended Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set

BILL NO. 5455

ORDINANCE NO. _____

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

Section 4: This ordinance shall become effective in accordance with Section 3.11G of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2013.

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
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
#13-030 FOR AN AMENDMENT TO THE CONDITIONAL USE
PERMIT FOR CREVE COEUR RACQUET CLUB
AT 12691 CONWAY ROAD**

FOR THE MEETING OF: Monday, September 16, 2013

LOCATION: 12691 Conway Road. The subject property is zoned "A" Single Family Residential.

REQUEST: An application has been submitted to amend the Racquet Club's conditional use permit (CUP) to allow for two platform tennis courts with outdoor lighting on the property, adding 3,900 square feet of coverage. The request for lighting is for the platform courts only; no additional lighting of the existing tennis courts is requested.

ADDITIONAL INFORMATION: All fitness and recreational sports centers, including tennis clubs, are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in all residential districts. The original CUP was issued in 1967, and amended in 1993. The property is 15.2 acres, and has pre-existing non-conforming site coverage of 29.1%. A condition of the original approval included that any subsequent plans developed for outdoor lighting are to be submitted to the Planning and Zoning Commission for its review and approval.

Key Issues:

- Does the request integrate with the existing surrounding uses?
- Does the request further or implement the goals of the Comprehensive Plan?

Comp. Plan References

- Residential Neighborhoods

Zoning Code References

- Section 405.210: Regulation of Uses, Table A, Permitted and Conditional Uses
- Section 405.250: "A" Single Family Residential
- Section 405.470: Conditional Uses
- Section 405.610: Non-Conformities

APPLICANT: Dan Apted
Creve Coeur Racquet Club
12691 Conway Road
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: Richard Randall
Pace Properties
200 N. Taylor
St. Louis, MO 63122



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

9/13/2013

Date

ATTACHMENTS: Applicant's drawings received September 5, 2013
Draft Ordinance
Ordinance No. 486 and 1593
Public Comments received by September 13, 2013

BACKGROUND AND PROPOSAL

The Creve Coeur Racquet Club received approval of platform tennis courts along the east side of the existing Club in 1978 from the Planning and Zoning Commission. The courts were then removed approximately 15 years ago. In the effort to reintroduce the sport back to the facility, the Club is seeking to amend the site development plan to allow for two platform courts in the vacant field between the existing tennis courts and the clubhouse. The two platform courts will add approximately 3,900 square feet of coverage, thus increasing the non-conforming site coverage from 29.1% to 29.7%. The prior amended CUP approved in 1993 was for a 1,950 square foot addition to the building over existing coverage, and therefore did not increase site coverage.) The Zoning Code allows for site related non-conformities to be expanded by no more than 5,000 square feet or 10% of its lot coverage, per the following:

SECTION 405.610: NON-CONFORMITIES

E. Site-Related Non-Conformities.

4. *Cessation of site-related non-conformities. Except as further required by Section 405.790(D), any non-residential lot with site-related non-conformities which is proposed for a change of use or which is proposed to be expanded or enlarged by more than five thousand (5,000) square feet of impervious surface or ten percent (10%) of its lot coverage, whichever is less, shall thereafter comply with all requirements of this Code including, but not limited to, off-street parking and loading, landscaping, stormwater and erosion control, floor area ratio and other applicable provisions.*

The new facility location is approximately 280 feet from the west property line and 160 feet from the east property line. Below is a close-up of the proposed location of the platform courts:



The platform courts sit approximately two to three feet above the ground while the fence rises an additional 12 feet above the platform and is in closer to the courts than regular tennis courts. The fence serves as an active part of the sport, used in much the same manner as racquetball and handball. Because the sport can be played in the winter, overhead lighting is being proposed.

Below are example photos of platform courts:



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Detached single family houses	"A" Single Family Residential	NA
South	Detached single family houses	"A" Single Family Residential	Conway Road
East	Detached single family houses	"A" Single Family Residential	NA
West	Detached single family houses	"A" Single Family Residential	NA

COMPREHENSIVE PLAN REVIEW

The Comprehensive Plan does not provide much direction for private clubs in residential areas, except to recommend that the City ensure that non-residential development is compatible with adjacent residential development (page 23). The Creve Coeur Racquet Club was established prior to the adjacent residential development and offers recreational amenities that are consistent with other residentially zoned uses, such as public parks and schools. Many of the adjacent residents frequent the facility. Therefore the proposal is consistent with the goals and objectives of the Comprehensive Plan.

ZONING REVIEW

Tennis and racquetball club facilities are categorized as NAICS # 713940 Fitness and Recreational Sports Centers, which is a conditional use in all residential districts. As the facility is operating under a prior conditional use permit, the amendment is for the additional coverage and lighting. As discussed earlier, the coverage is pre-existing non-conforming, and the proposed new platform courts, will not be adding more than 5,000 square feet of coverage, nor an increase by more than 10%. Therefore the only zoning issue is the lighting and placement of the proposed new facilities.

The proposed location will require the removal of three large trees as shown below:



While visiting the site, it appeared that the largest tree was very healthy, while the other two, as well as several other further south, were showing signs of disease, and ill-health. The Applicant has indicated that the first tree root system is causing damage to the existing tennis courts; however, no damage was visible. Staff recommends that a condition of approval include moving the tennis courts further south to protect the largest of the trees. However, to further protect the closest adjacent residence to the east, and to offset the loss of the trees, Staff recommends that a condition of approval include additional evergreen planting to screen the new courts and proposed lights

Lighting

The request for lighting is for the platform courts only, no additional lighting of the existing tennis courts is requested. The proposed location of the platform courts is, approximately, at the center of the site, as far from the abutting residences as possible. As indicated above, the platform courts sit about two to three feet above ground and the fence extends another 12 feet above the platforms. The light fixtures have a mounting height of 24 feet (20 foot pole + 4 foot court). The Planning and Zoning Commission may approve lighting above 16 feet in residential districts per the regulations below:

SECTION 405.680: LIGHTING

B. General Standards

- 2. In residential zoning districts ("A", "B", "C", "D" and "AR") lighting fixtures, except traffic signals and lighting for major outdoor recreation facilities, shall not exceed sixteen (16) feet in height (measured from the bottom of the base to the top of fixture) unless specifically permitted by the site development plan approval in accordance with Section 405.1080.*

The proposed lighting is downcast and shielded and should meet with the illumination requirements below and with the submitted photometric plan, as well as with Section 405.680 where lighting shall not be cast upon an adjacent property or right-of-way nor shall glare be emitted from an illuminant source.

RECOMMENDED CONDITION OF APPROVAL

If Commission members generally support the request, staff recommends the following conditions for approval:

- The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. The platform courts shall be in substantial conformance with the Site Development Plan and Platform Court information materials submitted on July 18, 2013.
- The Applicant is required to submit a Site Improvement Permit application, showing all exterior improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the “Landscape Plan” and “Site Development Plan,” received, September 5, 2013 with the following exceptions below.
- Additional evergreen plantings shall be installed to further screen the new platform courts and their lighting from the adjacent residences.
- The location of the courts should protect the existing large tree nearest to the clubhouse as much as possible.

ACTION AND MOTION

The motion to approve site development plans as shown in the Applicant’s materials will be in the form of approval, approval with conditions, denial or deferral. The following is an example of an appropriate motion for this application:

“I move to recommend approval of an amendment to the conditional use permit for Creve Coeur Racquet Club to include two new platform courts as presented to the Planning and Zoning Commission, subject to the conditions contained in the staff report for the meeting of September 16, 2013” (conditions may be added, eliminated, or modified by preceding motion).

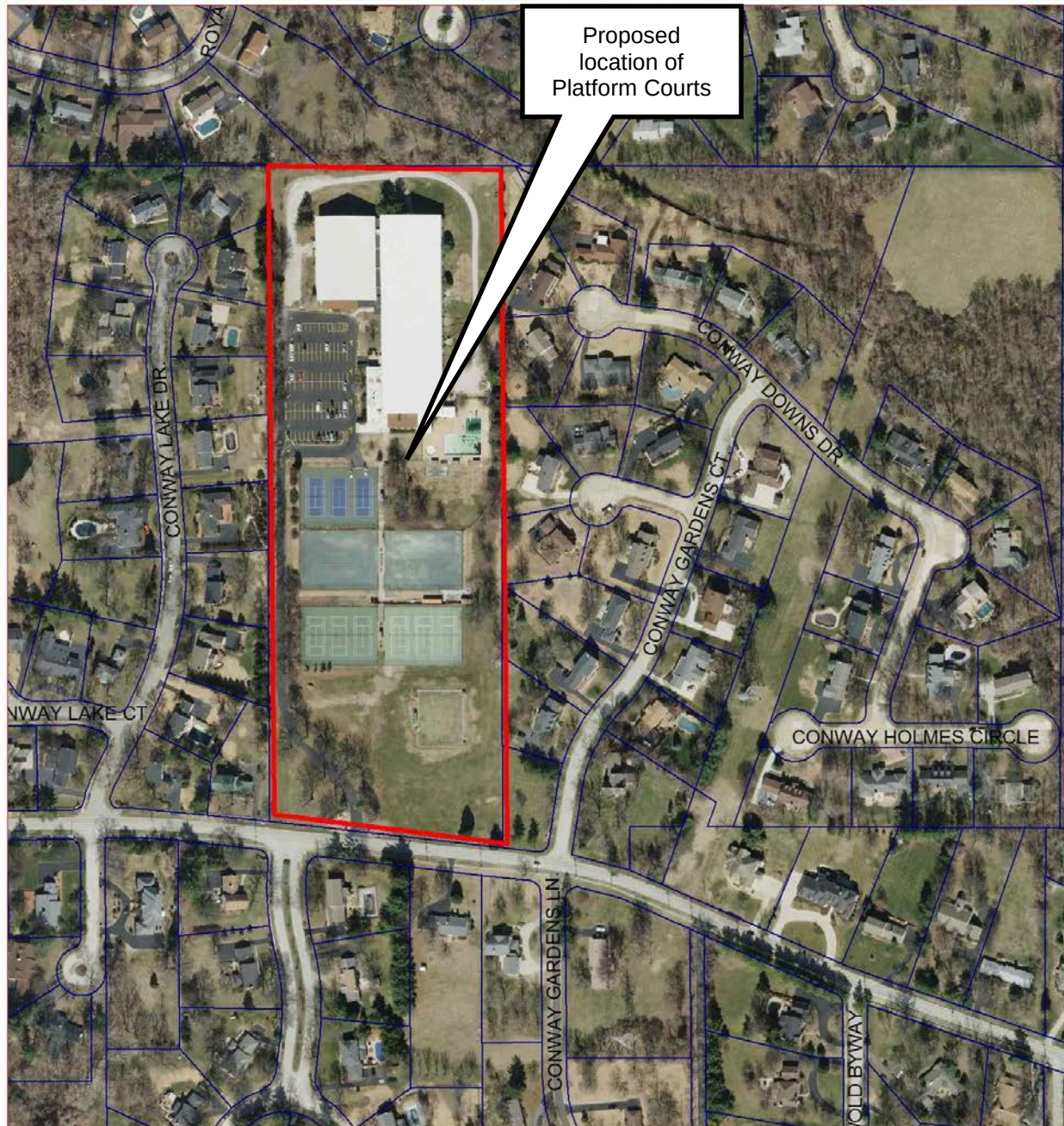
APPENDIX 1: COMPREHENSIVE PLAN

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.

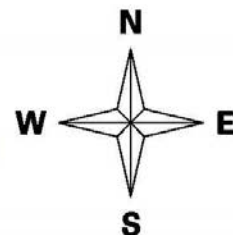
APPENDIX 3: AERIAL PHOTO



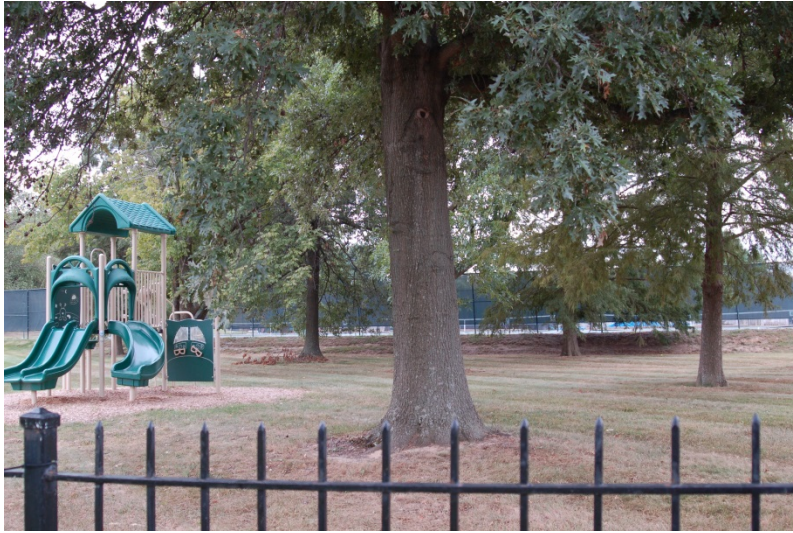
Property lines



Creve Coeur Racquet Club, 12691 Conway Road



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 09/12/2013
	Description: View looking east from the walkway in front of the proposed new platform courts. Note the house in the distance and the mature tree in the foreground.
	Description: View looking west along the walkway in front of the proposed new platform courts. Note the existing landscaping along the west property line shielding the homes from view.
	Description: View looking from the tennis court north at the proposed location, with the pool and clubhouse in the background. The Children's play equipment will be relocated.



Description: View looking east from the walkway in front of the proposed new platform courts. Note the house in the distance.

PLATFORM TENNIS

AT CREVE COEUR RACQUET CLUB

Creve Coeur Racquet Club had platform courts for many years in the 70's and early 80's. The courts were located on the east side of the Club. The issues with these courts were the playing surface was not conducive to winter play and they were located behind the Club. Since those courts were removed St Louis has not had an affordable option for those of us that love the game of platform tennis and are not members of one of the three clubs that have courts. In St Louis platform courts are located at St Louis Country Club, Bellerive Country club and the Racquet Club. Westwood Country Club and Old Warson Country Club are also considering adding platform courts. In the last ten years platform tennis has grown tremendously in popularity in the St Louis area. Locating the courts in the front of the club will be very helpful as it is a social sport and players like to be front and center. The platform courts can also be used as a teaching tool for young kids to learn tennis in the summer.

Since platform tennis is a winter only sport we feel adding the platform courts to the Creve Coeur Racquet Club facility will help balance the winter and summer activity at the club. The location in the center of the facility should not cause any impact to residential neighborhoods surrounding the club. Since no more than 8 players would be using the courts at any given time they would not cause an issue with parking.

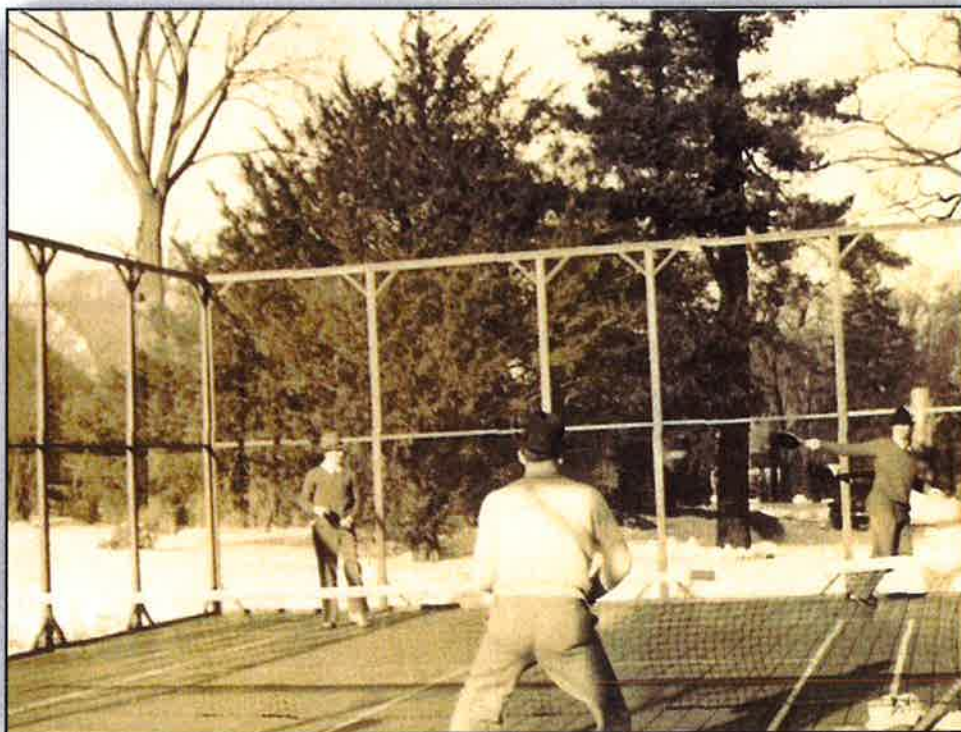
PLATFORM TENNIS

The screens were used to keep the balls in the court and to allow for the ball to be able to be played off the screens like with squash or racquetball. Today the courts are made of aluminum, with heaters below to melt the snow and lights up high for night play. Most are accompanied by an inviting warming hut (many with fireplaces) and other modern amenities.

The founders surely had no idea that the game they created would someday become a sport so thoroughly enjoyed by people of all ages and skill levels, both male and female, across the United States and Canada, and even in various countries abroad!

But, more to the point, how could this have happened? Because platform tennis is a great game on many levels. Unlike golf or tennis, learning to play is relatively easy. And it's not hard to become proficient, even if you've never picked up a paddle.

In addition, strategy is equally, if not more important, than raw power. In that sense, you might say the sport entails the power and speed of tennis mixed with the strategy and patience of chess. And as a consequence, it is highly addictive.

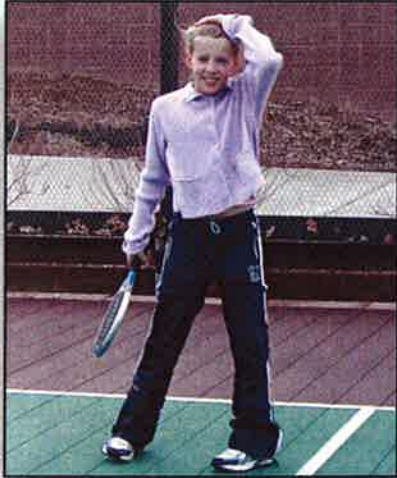


A men's game in Scarsdale, New York (1930s)



A men's game at the North Boulder Recreation Center, Boulder, Colorado (2003)

PLATFORM TENNIS



Platform tennis is an easy sport for juniors to learn and enjoy

Platform tennis is so appealing thanks, in particular, to the ability to play a hard shot off the screens. This means that men cannot easily overpower women. In fact, a hard shot into the back screen can result in the receiver hitting the ball right back at the originating driver from an even shorter distance. What athlete wouldn't enjoy turning the tables on their opponents?

In addition to being able to play at night, the sport has a long season, typically September through April.

Other reasons paddle is the ideal winter sport for residential communities include:

- It's complementary to one's tennis game, particularly volleying, overhands and strategy
- It helps increase use of often underutilized city parks during winter
- It offers a true winter sport option where few often exist
- It can be played by and between both sexes and by all age groups

In platform tennis communities, tennis and other racket sports are popular. In fact, according to a 1993 survey, more than 80% of platform tennis players also play tennis. While many of the communities where platform tennis thrives have private clubs with facilities, some also have public courts. Some of the most successful programs are at public and YMCA facilities. This is to propose that we build a public facility right here in this community, so everyone can play.

NOTES:

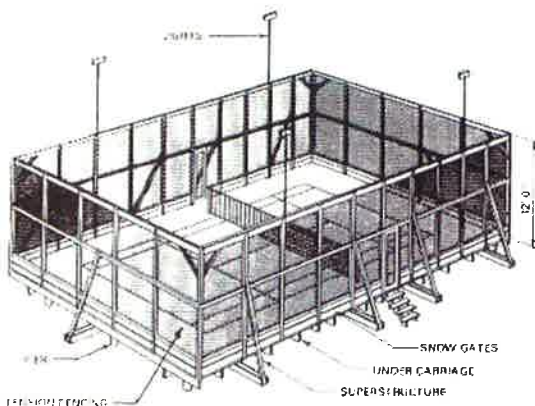
All measurements for court markings are to the outside of lines except for those involving the center service line, which is equally divided between right and left service court.

All court markings to be 2" wide.

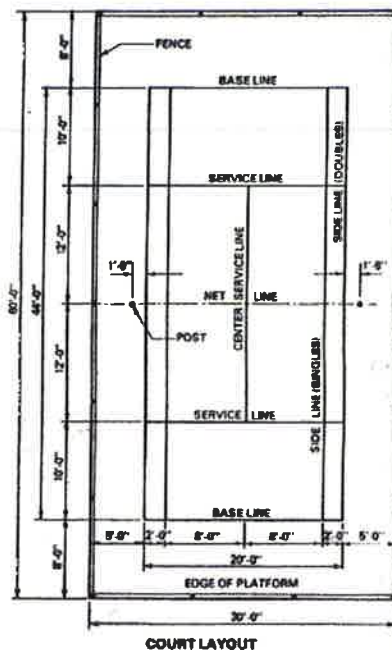
Fencing required - 12'-0" high with 18-gauge hexagonal, galvanized 1" flat wire mesh fabric.

For net post details see manufacturers' literature.

Net height to be 3'-1" at posts and 2'-10" at center court.



ISOMETRIC SHOWING FENCE (TYPICAL WOOD CONSTRUCTION)



Platform tennis is ideal for municipalities -- the courts take up less space than tennis courts, can be used year round, and are relatively inexpensive to build and maintain. Also, courts can be built on sloped land or in low and wet areas where tennis courts may be prohibited.

PLATFORM TENNIS

Fast Facts About the Demographics of Platform Tennis

85% of players
are college
graduates

More than 70% of
current players are
over 40, while 20%
are over 60

73%
play golf

80% earn over
\$75,000 and 38%
over \$150,000
annually

In 2009, the APTA had
more than 9,500
members from 34
different states

Some places where municipal platform tennis thrives:

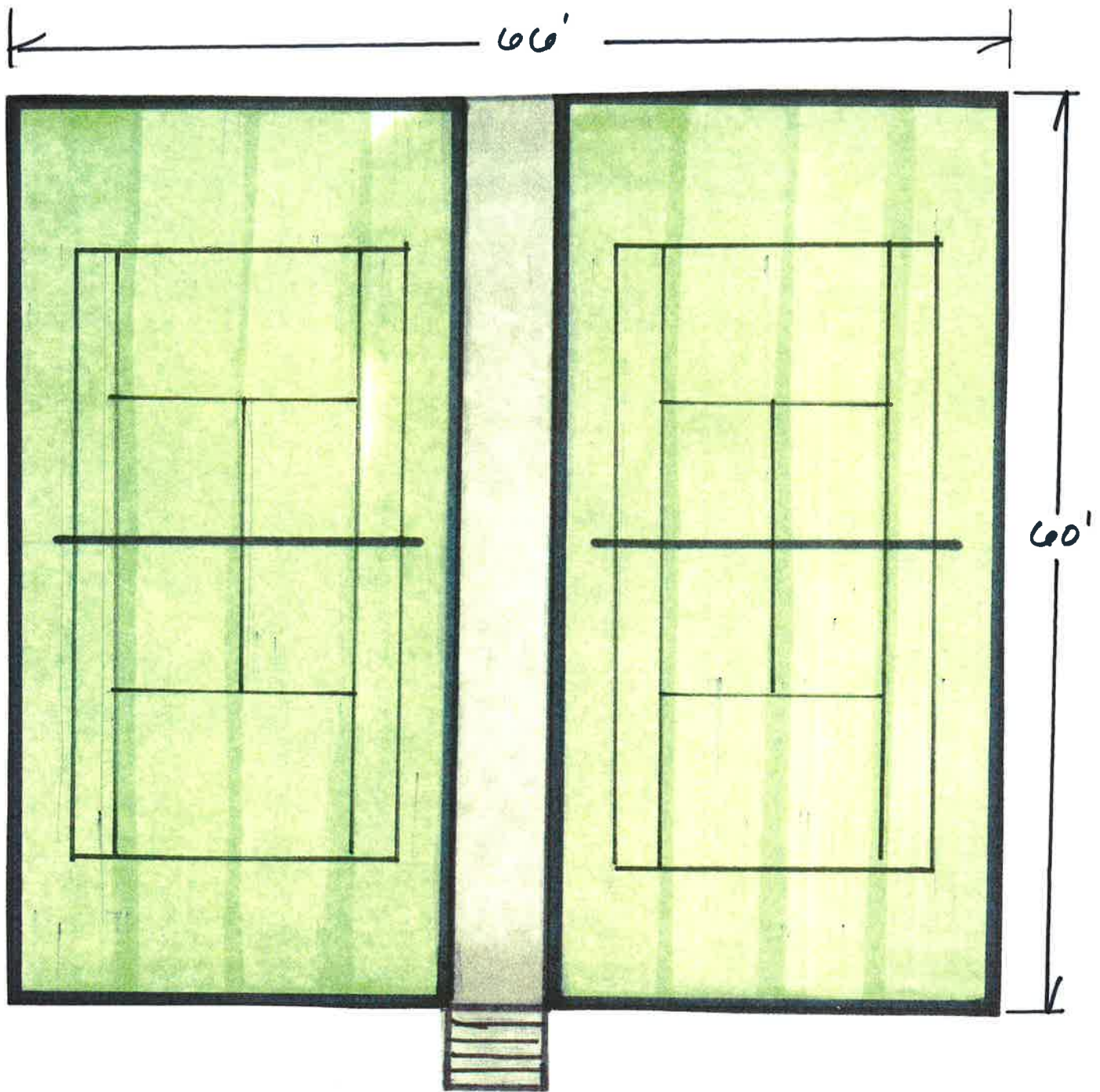
Westchester, NY • Fairfield, CT • Huntington, NY
Garden City, NY • Milwaukee, WI • Grosse Pointe, MI • Springfield, IL
Lake Bluff, IL • Hinsdale, IL • Chicago, IL • Winnetka, IL
Philadelphia, PA • Pittsburgh, PA • Cleveland, OH • Cincinnati, OH
Columbus, OH • Princeton, NJ • South Orange, NJ • Maplewood, NJ
Bergen, NJ • Essex, NJ • Morris, NJ • Somerset, NJ
Bernards Township, NJ • Rochester, NY • St. Louis, MO • Ocean City, MD
Nantucket, MA • Ann Arbor, MI • Grand Rapids, MI











CREVE COEUR RC
PLATFORM COURTS

1" = 10'

NOTES:

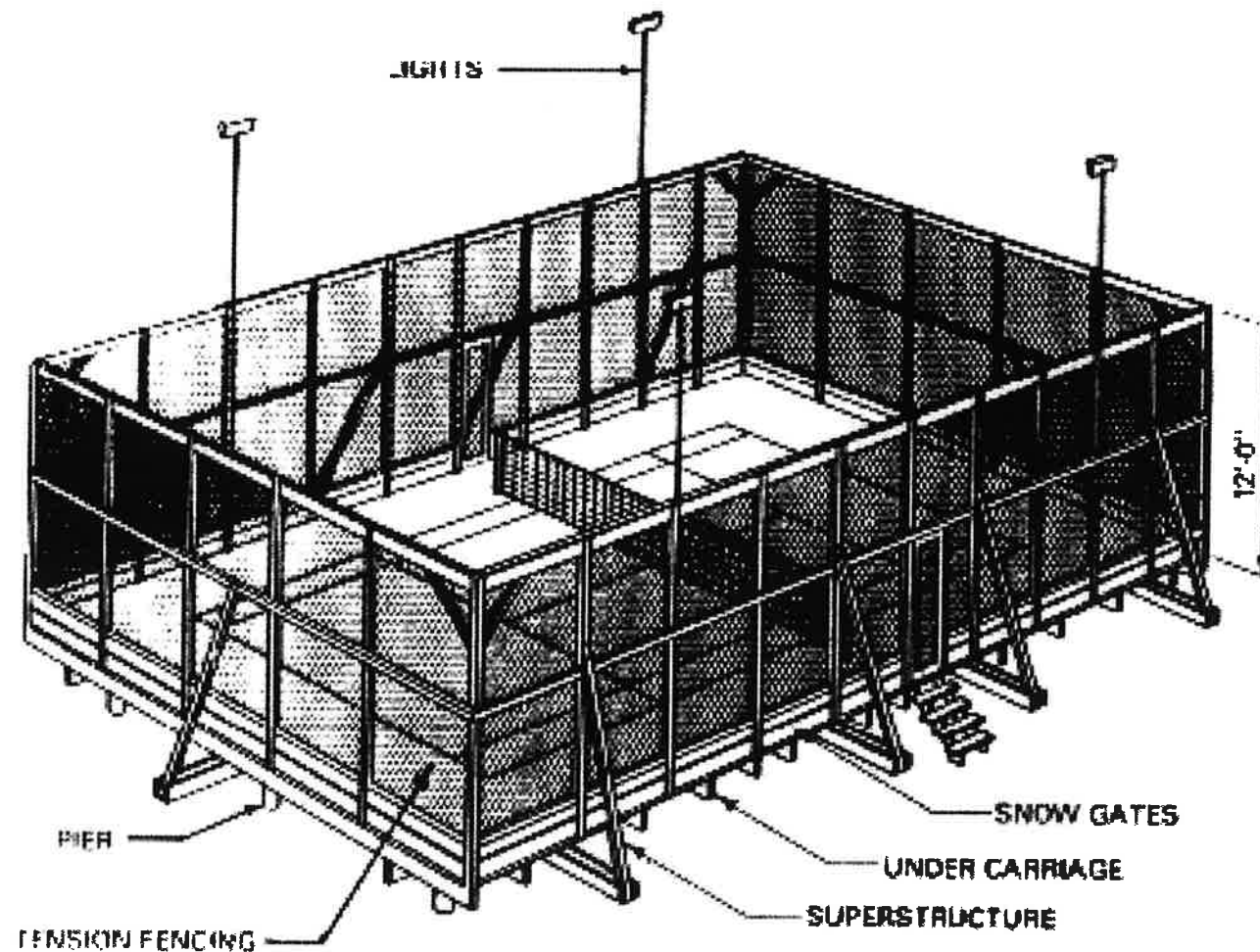
All measurements for court markings are to the outside of lines except for those involving the center service line, which is equally divided between right and left service court.

All court markings to be 2" wide.

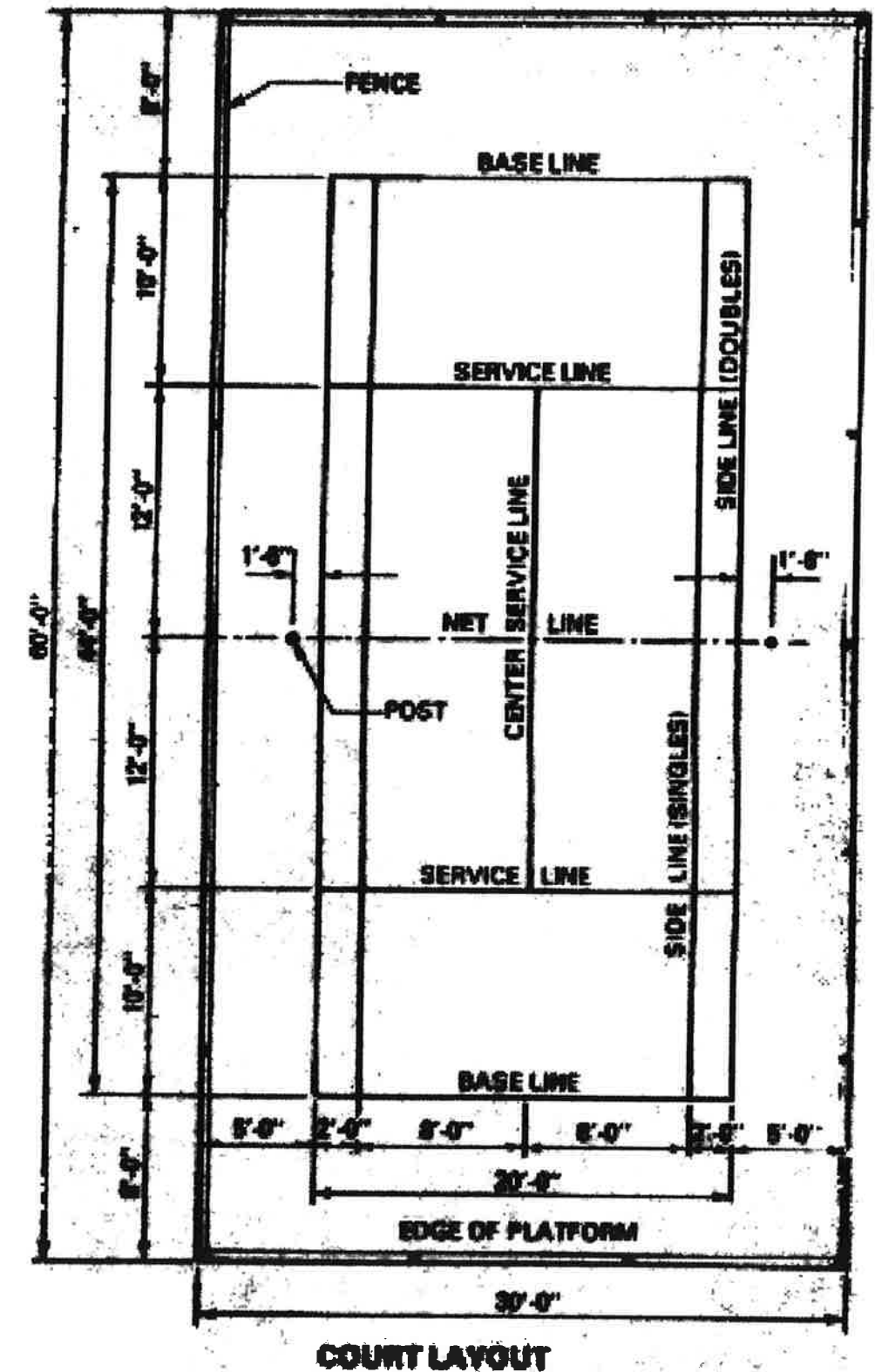
Fencing required - 12'-0" high with 16-gauge hexagonal, galvanized 1" flat wire mesh fabric.

For net post details see manufacturers' literature.

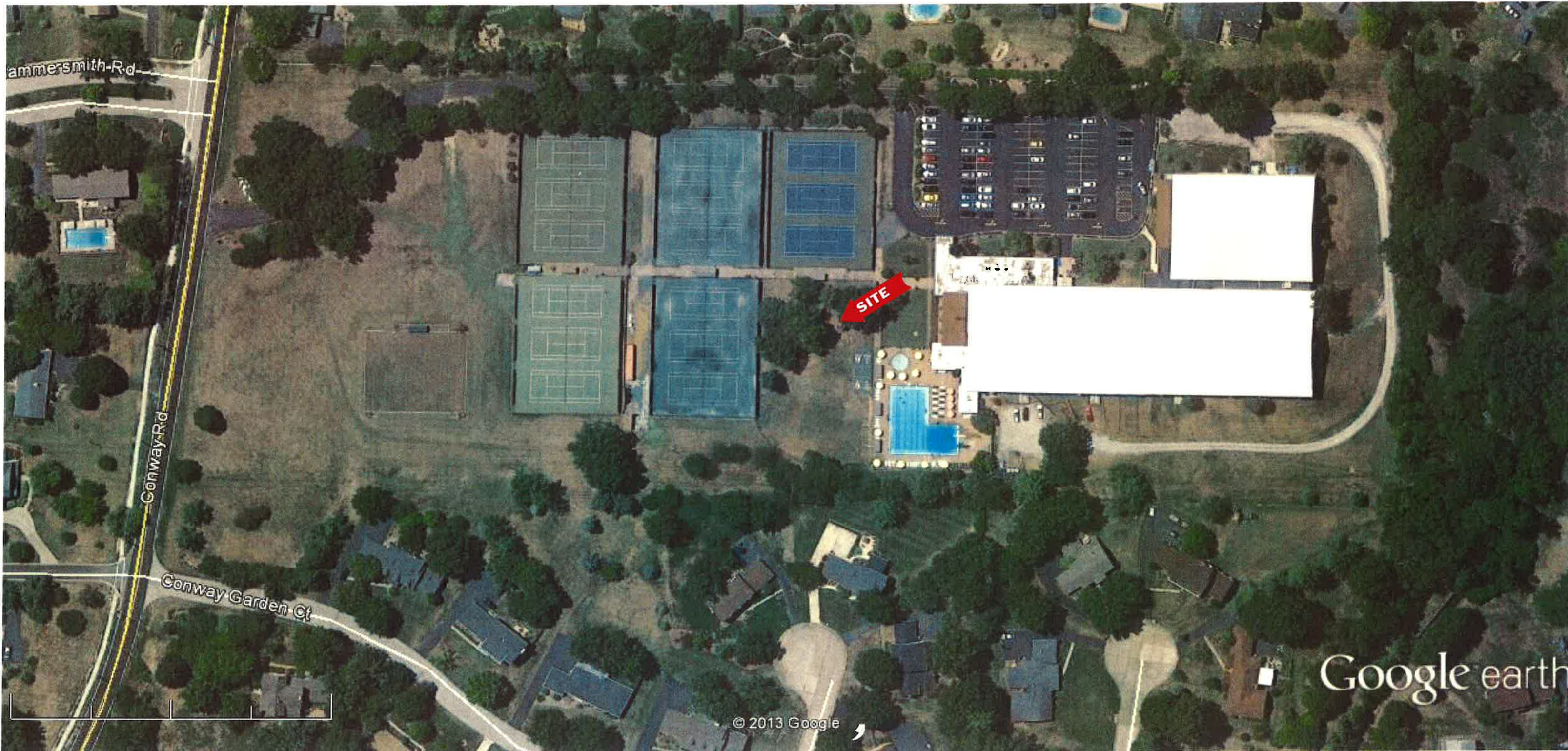
Net height to be 3'-1" at posts and 2'-10" at center court.



(ISOMETRIC SHOWING FENCE (TYPICAL WOOD CONSTRUCTION))



COURT LAYOUT



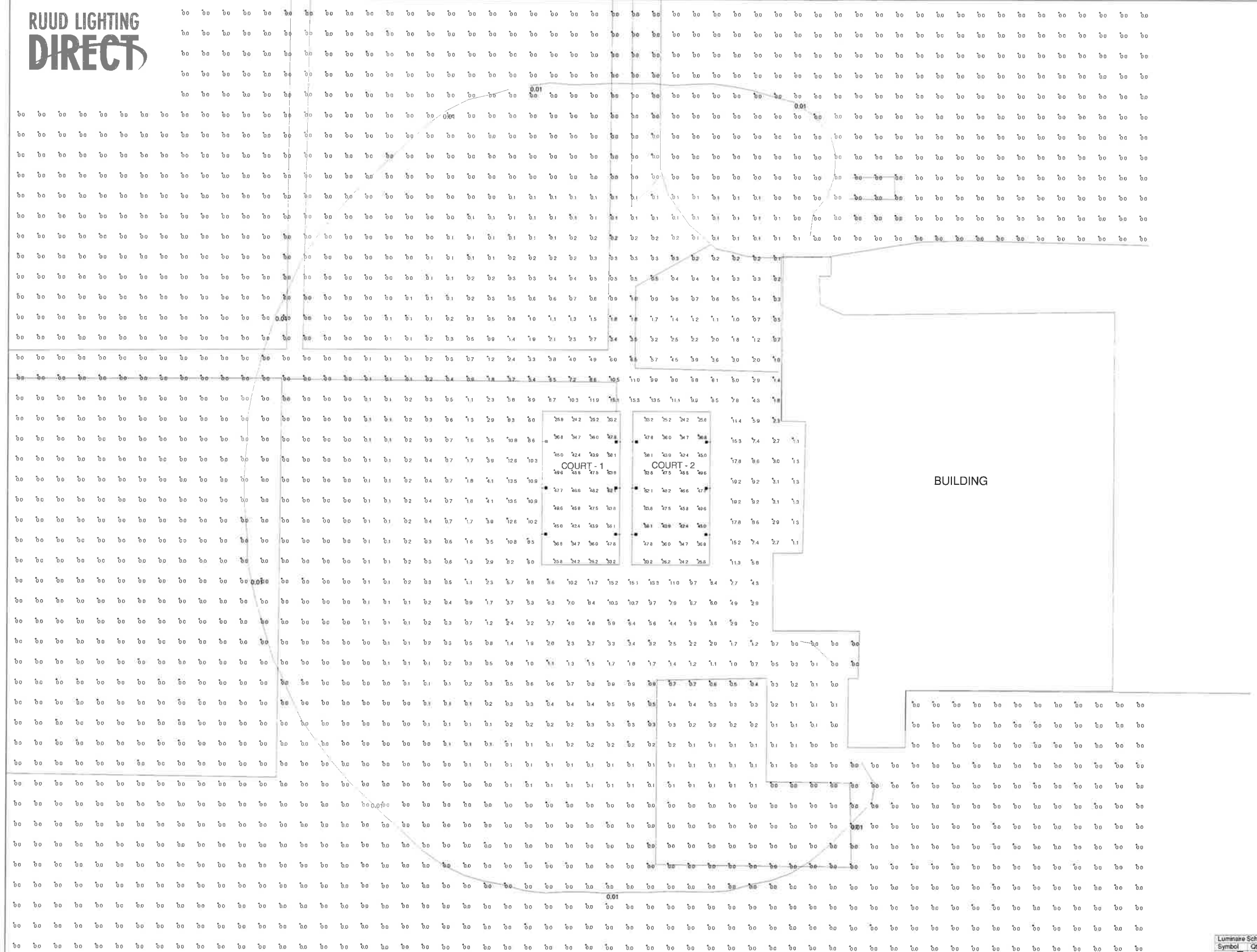
PLATFORM TENNIS COURTS LOCATION CREVE COUER RACQUET CLUB



153 ft

© 2013 Google

RUUD LIGHTING
DIRECT



FIXTURE MOUNTING HEIGHT: 24' AFG (20' POLE + 4' COURT)
COURT FC LEVELS MEASURED AT 7' AFG (4' COURT HT + 3' ABOVE COURT)
PROPOSED POLES MEET 140 MPH SUSTAINED WINDS
ISOLINES AT .01 FC
BASED ON CUSTOMER DESIGN

ADDITIONAL REQUIRED EQUIPMENT:
(12) - PS4S20C1BZ (20' X 4" SQUARE STEEL POLES, SINGLE MOUNT)

Calculation Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
COURT - 1	42.34	63.8	24.2	1.75	2.64
COURT - 2	42.34	63.8	24.2	1.75	2.64
SITE	0.54	19.2	0.0	N.A.	N.A.

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens/Lamp	LLF	Description
■	12	AC	SINGLE	40000	0.750	AC3640-M (400W PSMH)
						Lum. Watts
						450

RUUD LIGHTING
DIRECT

9201 Washington Ave
Racine, WI 53406
PH: (800) 236-7000
FX: (800) 236-7500
www.ruudlightingdirect.com

Date: 6/18/2013 Scale: 1"=20' Layout by: MARK JANAKY

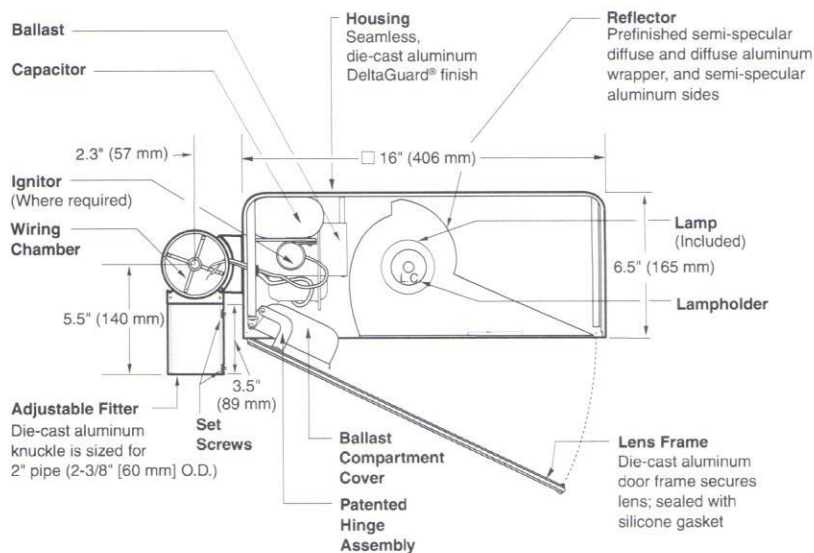
Project Name: CREVE COEUR Customer No: #92326

Filename: V:\Common\AppEng\Working\MDJ\130612RG1.MDJ.AGI

Footcandles calculated at grade using mean lumen values

Illumination results shown on this lighting design are based on project parameters provided to Ruud Lighting used in conjunction with luminaires and procedures conducted under laboratory conditions. Actual project conditions differing from those design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting, or energy code.

16" (406 mm) AREA CUTOFF LIGHT



Notes

SPEC #	WATTAGE	CATALOG #
PULSE START METAL HALIDE		
☐ SPEC #	150W PSMH	AC3615-(a)(b)
☐ SPEC #	200W PSMH	AC3620-(a)(b)
☐ SPEC #	250W PSMH	AC3625-(a)(b)
☐ SPEC #	320W PSMH	AC3632-(a)(b)
☐ SPEC #	350W PSMH	AC3635-(a)(b)
☒ SPEC #	400W PSMH	AC3640-(a)(b)
HIGH PRESSURE SODIUM		
☐ SPEC #	250W HPS	AC3525-(a)(b)
☐ SPEC #	400W HPS	AC3540-(a)(b)

Specify (a) Voltage & (b) Options.

⚡ Reduced envelope ED28 lamp.

(a) VOLTAGE SUFFIX KEY	
M	120/208/240/277V (Standard)
T	120/277/347V (Canada Only) (Standard)
1	120V
2	277V
27	277V Reactor (PSMH Only)
3	208V
4	240V
5	480V
6	347V (Canada Only)

For voltage availability outside the US and Canada, see Bulletin TD-9 or contact your Ruud Lighting authorized International Distributor.

(b) OPTIONS (factory-installed)	
-(a)F	Fusing
-(a)P	Button Photocell
-5P	External Photocell (for 480V)
Q	Quartz Standby (includes 100W quartz lamp) (N/A on 277V Reactor)

Specify (a) Single Voltage — See Voltage Suffix Key

GENERAL DESCRIPTION

60° forward throw sharp cutoff luminaire for HID lamp, totally enclosed. Housing is seamless, die-cast aluminum. Aluminum die-cast adjustable fitter mounting is sized for 2" pipe (2-3/8" [60 mm] O.D.). Allows for directional aiming as well as 2-1/2° incremental vertical adjustment. Contains integral wiring compartment. Two stainless-steel set screws provide clamping to vertical tenons. Lens assembly consists of rigid aluminum frame and high-impact, clear-tempered glass.

FINISH

Exclusive Colorfast DeltaGuard® finish features an E-coat epoxy primer with medium bronze ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. The finish is covered by our seven-year limited warranty.

ELECTRICAL

Fixture includes clear, mogul-base lamp; 320 – 400W PSMH utilize the ED28 reduced envelope lamp. Pulse-rated porcelain enclosed, 4kv-rated screw-shell-type lampholder with spring-loaded center contact and lamp grips. Lamp ignitor included where required. All ballast assemblies are high-power factor and use the following circuit type:

277V Reactor
150 – 400W PSMH

HX— High Reactance
150W PSMH

CWA — Constant Wattage Autotransformer
200 – 400W PSMH; 250 – 400W HPS

PATENTS

US 4,689,729; 4,709,312

LABELS

ANSI lamp wattage label supplied, visible during relamping. UL Listed in US and Canada for wet locations and enclosure classified IP65 per IEC 529 and IEC 598.

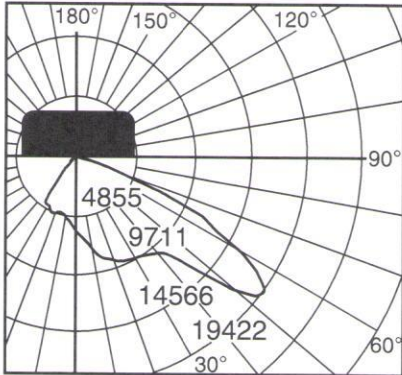
ACCESSORIES

FWG-16	Wire Guard
PC-1	Button Photocell (for fixtures set to 120V)
PC*6	Button Photocell (for fixtures set to 347V)
PC-2	Button Photocell (for fixtures set to 208, 240, 277V)
PGM-1	Ground Mount Post
SBL-16	Backlight Shield

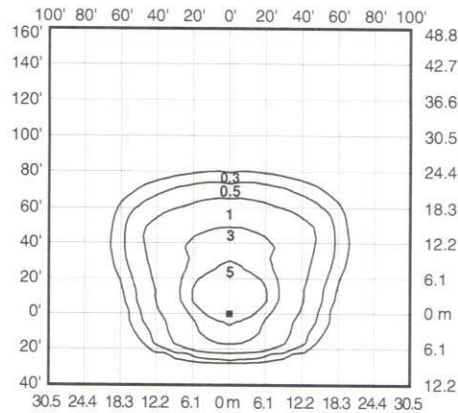
EPA RATING

EPA 0.93 for single fixture with 0° tilt (Consult factory for EPA rating on multiple units).

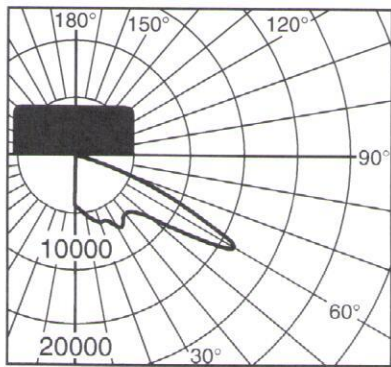
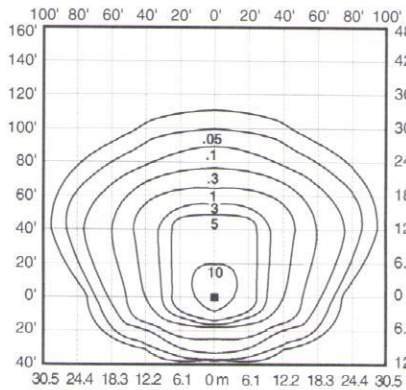
Isofootcandle plots show initial footcandles at grade. (Footcandles ÷ 0.0929 = Lux)



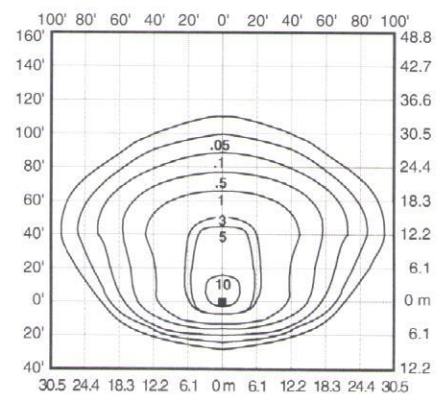
Candlepower distribution curve of 400W PSMH Area Cutoff Light without backlight shield.



Isofootcandle plot of 400W PSMH Area Cutoff Light at 30' (9.1 m) mounting height, 0° vertical tilt, with backlight shield removed. (Plan view)

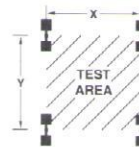
Lighting Sciences Inc.
Certified Test Report No. LSI 10246
Candlepower distribution curve of 250W HPS Area Cutoff Floodlight without backlight shield.

Isofootcandle plot of 400W HPS Area Cutoff Floodlight at 25' (7.6 m) mounting height, 0° vertical tilt, with backlight shield removed. (Plan view)



Isofootcandle plot of 400W HPS Area Cutoff Floodlight at 25' (7.6 m) mounting height, 0° vertical tilt, with backlight shield located for backlight cutoff. (Plan view)

Pole-spacing Example Data



Test area is centered within a (16) pole layout.

Average Initial Light Levels at Grade
2 Fixtures per pole @ 180°
(Footcandles ÷ 0.0929 = Lux)

Catalog #	Lamp Type	Lamp Lumens	Mounting Height	Max. Recommended Pole-spacing X x Y	Footcandles	Lux
AC3615-M	150W PSMH	12,000	15' (4.6 m) 20' (6.1 m)	60' (18.3 m) x 85' (25.9 m) 75' (22.9 m) x 110' (33.5 m)	3.56 2.11	38 23
AC3625-M	250W PSMH	22,000	20' (6.1 m) 25' (7.6 m)	75' (22.9 m) x 110' (33.5 m) 95' (29.0 m) x 140' (42.7 m)	3.86 2.31	42 25
AC3640-M	400W PSMH	40,000	25' (7.6 m) 30' (9.1 m)	95' (29.0 m) x 140' (42.7 m) 115' (35.1 m) x 165' (50.3 m)	4.20 2.86	45 31
AC3525-M	250W HPS	28,500	20' (6.1 m) 25' (7.6 m)	75' (22.9 m) x 110' (33.5 m) 95' (29.0 m) x 140' (42.7 m)	4.83 2.89	52 31
AC3540-M	400W HPS	50,000	25' (7.6 m) 30' (9.1 m)	95' (29.0 m) x 140' (42.7 m) 115' (35.1 m) x 165' (50.3 m)	5.08 3.37	55 36

BILL NO. 490

ORDINANCE NO. 486

AN ORDINANCE GRANTING A SPECIAL USE PERMIT UNDER ORDINANCE NO. 225, AS AMENDED, FOR THE LOCATION AND OPERATION OF A PRIVATE CLUB ON PROPERTY DESCRIBED IN SECTION ONE OF THIS ORDINANCE.

WHEREAS, IN ACCORDANCE WITH ARTICLE 13 OF ORDINANCE NO. 225, AS AMENDED, OF THE CITY OF CREVE COEUR, APPLICATION HAS BEEN MADE TO THE CITY OF CREVE COEUR BY THE CREVE COEUR RACQUET CLUB FOR THE GRANTING OF A SPECIAL USE PERMIT FOR THE LOCATION AND OPERATION OF A PRIVATE CLUB ON CERTAIN PROPERTY, HEREINAFTER MORE PARTICULARLY DESCRIBED, AND

WHEREAS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF CREVE COEUR, AFTER DUE CONSIDERATION HAS RECOMMENDED THAT SUCH SPECIAL PERMIT BE GRANTED, SUBJECT TO CERTAIN CONDITIONS, AND

WHEREAS, THE BOARD OF ALDERMEN HELD A PUBLIC HEARING THEREON AT THE CITY HALL, 11631 OLIVE BOULEVARD, ON THE 14TH DAY OF AUGUST, 1967, AFTER HAVING GIVEN FIFTEEN (15) DAYS PRIOR PUBLIC NOTICE OF THE TIME, PLACE AND PURPOSE OF SAID HEARING BY PUBLICATION IN THE WATCHMAN-ADVOCATE ON JULY 28 AND THE 11TH AND 14TH DAYS OF AUGUST, 1967, AND AFTER OTHER WRITTEN NOTICE WAS GIVEN, ALL ACCORDING TO THE PROVISIONS OF LAW MADE AND PROVIDED FOR SUCH NOTICE AND HEARING, AND

WHEREAS, ALL PERSONS WHO PRESENTED THEMSELVES AT SAID PUBLIC HEARING, AND DESIRING TO BE HEARD, WERE GIVEN AN OPPORTUNITY TO BE HEARD, AND

WHEREAS, FOLLOWING SAID PUBLIC HEARING, AND AFTER CAREFUL AND DUE DELIBERATION, THE BOARD OF ALDERMEN OF THE CITY OF CREVE COEUR HAS DETERMINED THAT THE ISSUANCE OF SAID SPECIAL PERMIT, AS HEREINAFTER PROVIDED, WILL NOT SUBSTANTIALLY INCREASE TRAFFIC HAZARDS OR CONGESTION, WILL NOT SUBSTANTIALLY INCREASE FIRE HAZARDS, WILL NOT ADVERSELY AFFECT THE CHARACTER OF THE NEIGHBORHOOD, WILL NOT ADVERSELY AFFECT THE GENERAL WELFARE OF THE COMMUNITY, AND WILL NOT OVERTAX PUBLIC UTILITIES,

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

SECTION 1. PURSUANT TO ORDINANCE NO. 225, AS AMENDED, OF THE CITY OF CREVE COEUR, A SPECIAL USE PERMIT IS HEREBY GRANTED TO THE CREVE COEUR RACQUET CLUB FOR THE LOCATION AND OPERATION OF A PRIVATE CLUB ON THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND BEING PART OF LOTS 8 AND 9 OF THE SUBDIVISION OF SAMUEL PHELP'S ESTATE IN SECTION 9 AND 16, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO GEORGE M. HEINTZ AND WIFE BY DEED RECORDED IN BOOK 1698, PAGE 458 OF THE ST. LOUIS COUNTY RECORDS; SAID POINT BEING ALSO A POINT IN THE NORTH LINE OF SAID LOT 8 AND BEING ALSO A POINT IN THE SOUTH LINE OF PROPERTY NOW OR FORMERLY OF STERNBERG AS DESCRIBED IN BOOK 1883, PAGE 204 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID HEINTZ PROPERTY SOUTH 0 DEGREES 16 MINUTES 40 SECONDS EAST 1287.55 FEET TO THE NORTH LINE OF CONWAY ROAD, 60 FEET WIDE, THENCE WESTWARDLY ALONG SAID NORTH LINE, NORTH 84 DEGREES 10 MINUTES 10 SECONDS WEST 254.70 FEET AND NORTH 84 DEGREES 45 MINUTES 42 SECONDS WEST 227.80 FEET TO A POINT; THENCE NORTH 0 DEGREES 16 MINUTES 40 SECONDS WEST 1240.18 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 9, BEING ALSO A POINT IN THE SOUTH LINE OF SAID PROPERTY NOW OR FORMERLY OF STERNBERG; THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID PROPERTY NOW OR FORMERLY OF STERNBERG BEING ALSO THE NORTH LINES OF SAID LOTS 9 AND 8, NORTH 89 DEGREES 55 MINUTES EAST 480 FEET TO THE POINT OF BEGINNING.

SECTION 2. SAID SPECIAL USE PERMIT FOR THE LOCATION AND OPERATION OF SAID PRIVATE CLUB SHALL BE CONDITIONED AND SHALL REMAIN IN FORCE AND IN EFFECT UPON THE FOLLOWING TERMS AND PROVISIONS:

(A) ANY PLANS HEREAFTER DEVELOPED FOR OUTDOOR LIGHTING SHALL BE SUBMITTED TO THE PLANNING AND ZONING COMMISSION OF THE CITY OF CREVE COEUR FOR ITS REVIEW AND APPROVAL.

(B) THE FOOD AND DRINK FACILITIES AT SAID CLUB SHALL BE LIMITED TO A SNACK BAR WITH MODEST SEATING CAPACITY.

(C) NO AREA-WIDE TENNIS TOURNAMENTS SHALL BE HELD AT SAID CLUB.

(D) THE GRADING PLANS FOR THE DEVELOPMENT SHALL ELIMINATE ANY EXCESSIVE SLOPES.

(E) THAT THE OPERATION OF THE CLUB BE CONTROLLED BY ITS MEMBERS.

(F) THE HOURS OF OPERATION SHALL LIMITED TO THE HOURS OF 9:00 A.M. TO 10:30 P.M., SUNDAY THROUGH THURSDAY AND TO THE HOURS OF 9:00 A.M. TO 12 MIDNIGHT ON FRIDAYS AND SATURDAYS.

SECTION 3. THIS ORDINANCE SHALL TAKE FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE ACCORDING TO LAW.

PASSED THIS 26TH DAY OF DECEMBER, 1967

Harold L. Dielmann
HAROLD L. DIELMANN, MAYOR

APPROVED THIS 26TH DAY OF DECEMBER, 1967

Harold L. Dielmann
HAROLD L. DIELMANN, MAYOR

ATTEST:

George E. Bayer
GEORGE E. BAYER, CITY CLERK

BILL NUMBER 1629

ORDINANCE NUMBER 1593

AN ORDINANCE AMENDING ORDINANCE NUMBER 486 WHICH AUTHORIZED THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF A PRIVATE RACQUET CLUB LOCATED AT 12691 CONWAY ROAD, IN THE "A" SINGLE FAMILY RESIDENTIAL DISTRICT, TO ALLOW AN APPROXIMATE 1,950 SQUARE FOOT ADDITION TO THE EXISTING FACILITY AND BY ADDING A NEW CONDITION (G).

WHEREAS, APPLICATION WAS MADE FOR AN AMENDMENT TO THE CONDITIONAL USE PERMIT, AUTHORIZED BY ORDINANCE NUMBER 486, FOR THE OPERATION OF A PRIVATE RACQUET CLUB LOCATED AT 12691 CONWAY ROAD WITHIN THE "A" SINGLE FAMILY RESIDENTIAL DISTRICT, TO ALLOW AN ENLARGEMENT OF THE EXISTING STRUCTURE, AND

WHEREAS, THE CREVE COEUR PLANNING AND ZONING COMMISSION RECOMMENDED APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD, AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NUMBER 1044, BY THE CREVE COEUR CITY COUNCIL ON MONDAY, JUNE 28, 1993 AT 6:30 P.M., OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING, ON SAID APPLICATION FOR THE AMENDMENT TO THE CONDITIONAL USE PERMIT, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON JUNE 9, 16 AND 23, 1993 IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, AND

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

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION 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 CONFORMANCE WITH GOOD ZONING PRACTICE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, THAT ORDINANCE NUMBER 486, SECTION 2 OF THE CITY OF CREVE COEUR SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:

SECTION 1: ORDINANCE NUMBER 486, SECTION 2, IS HEREBY AMENDED BY ADDING A NEW CONDITION (G) TO READ AS FOLLOWS:

(G) AN EXPANSION OF THE EXISTING STRUCTURE CONTAINING APPROXIMATELY 1,950 SQUARE FEET IS APPROVED TO PROVIDE HANDICAPPED ACCESSIBILITY TO THE FACILITY AND ENLARGEMENT OF SUPPORT FACILITIES. THIS EXPANSION IS TO BE DONE IN CONFORMANCE WITH PLANS APPROVED BY THE CITY COUNCIL ON July 12, 1993.

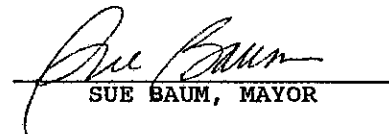
SECTION 2: THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS HEREINABOVE SET OUT IN SECTION 1 OF THIS ORDINANCE.

SECTION 3: THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

PASSED THIS 12th DAY OF July, 1993.


SUE BAUM, MAYOR

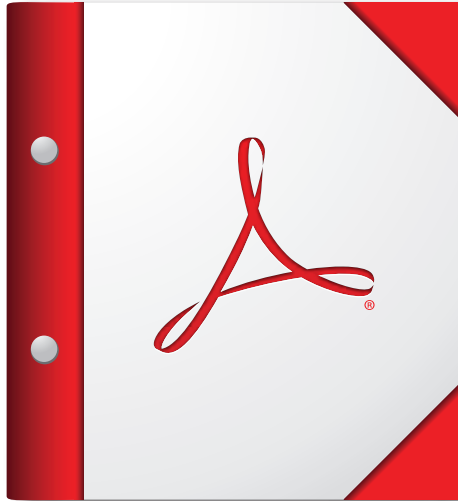
APPROVED THIS 12th DAY OF July, 1993.


SUE BAUM, MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

155/127



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city of **CREVE COEUR**

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

September 19, 2013

Mr. Dan Apted
Creve Coeur Racquet Club
12691 Conway Road
Creve Coeur, MO 63141

Re: Application #13-030: Amendment of Conditional Use Permit for Creve Coeur Racquet Club
12691 Conway Road

Mr. Apted:

The Planning and Zoning Commission, at its meeting of September 16, 2013, reviewed your request for approval of an amendment to the conditional use permit for Creve Coeur Racquet Club to allow platform tennis courts located at 12691 Conway Road.

By unanimous vote, the Planning Commission recommends approval of an amendment to the conditional use permit for Creve Coeur Racquet Club, subject to the conditions contained in the draft ordinance (see attached). The first reading of the draft ordinance by the City Council is scheduled for Monday, September 23rd, 2013. You or a representative should plan to be in attendance to speak for the request.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible. Note that significant changes to the draft ordinance may require that the matter be returned to the Planning and Zoning Commission prior to City Council approval.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: M.C. Perkins, City Administrator
G. Eidman, Chief of Police
S. Unser, Chief Building Official



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, SEPTEMBER 16, 2013
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, September 16, 2013, 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. Tim Madden, Chair*
 Dr. Michael Barton
 Mr. James Faron
 Mr. Ken Howard
 Mr. Charles Pullium
 Mr. Gene Rovak

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

6. NEW BUSINESS

A. PUBLIC HEARING

Application #13-030: Request for an amendment to the conditional use permit for Creve Coeur Racquet Club, located at 12691 Conway Road

Applicant/Agent: Dan Apted
 Creve Coeur Racquet Club
 12691 Conway Road
 Creve Coeur, MO 63141

Applicant's Richard Randall
Representative: Pace Properties
 200 N. Taylor
 St. Louis, MO 63122

Mr. Richard Randall, 200 N. Taylor Road, said the Creve Coeur Racquet Club is trying to bring platform tennis to this facility. Mr. Randall explained what platform tennis is, stated it is a winter sport, and in the summer the courts would be used for junior tennis. Mr. Randall showed an aerial photo and showed where the courts are being proposed. Mr. Randall gave a little background stating they used to have platform courts in the 1970s and 1980s, however, they were poorly built and the surface material used at the time was plastic and it did not work. In addition to the material not working, Mr. Randall said the courts were located on the

property where there was little visibility. This time around, Mr. Randall said they would like the courts to be in the middle of the property where more people would see them and use them. Mr. Randall stated there is currently a waiting list for the platform tennis league. Mr. Randall explained the courts are lighted, but it is a focused light with shields to prevent the lights from shining off-site and they would not affect the neighbors. Mr. Randall showed a picture of platform courts and said the courts are raised two to three feet up on the platform with screens that are 12 feet high surrounding the courts.

Mr. Dan Apted, 12691 Conway Road, said the country club is situated on 15 acres of land and that it has been in business since 1968. Mr. Apted stated the club currently has 1,400 members and most are 4th generation. Mr. Apted said the proposal includes two courts in the middle of the property and three trees will have to come down to build them. Mr. Apted explained one of the trees has to come down anyway due to roots growing under the existing tennis courts and causing damage to their surfaces. Mr. Apted said they plan on planting more trees and he is aware lights are a concern from neighbors. Mr. Apted explained that platform tennis is a social sport and the intent is to bring families out to play.

Mr. Pullium said he was glad to see improvement to the club, however, he wants to know why the courts are being proposed where there are three very mature trees and not moved over 100 feet to the east where it is more open. Mr. Apted said if they were moved to the east they end up in area that is used as a greenspace and playground area for children. Also, Mr. Apted believes, if they are moved to the east, the lighting boundaries are closer to the neighboring rooftops.

Dr. Barton asked if the members of the club were polled about preserving trees. Mr. Apted said he received positive reports from a small panel of members.

Ms. Laura Shapiro, 12631 Conway Club Court, spoke in opposition of the project, stating she is concerned with lights and noise.

Mr. James Steger, 12632 Conway Club Court, wanted to know if there were time restrictions on the lighting over the courts.

Mr. David Lanson, 12644 Conway Downs Drive, spoke in opposition of the project, stating he was concerned with noise and traffic on the gravel road behind the club.

Mr. John Hudgins, 12643 Conway Downs Drive, spoke in opposition of the project, stating he was concerned with noise and the lighting on the courts, in addition to additional traffic on the gravel road behind the club.

Mr. Art Silverman, 12619 Conway Club Court, spoke in opposition of the project stating he was concerned with the proximity of the courts to his house, concerned with the noise and lights, and restrictions on hours of courts.

Mr. Apted responded to the public comment, stating they are always trying to be mindful of their neighbors, and he does not believe the lights will affect any of the neighboring properties. In regards to a time restriction, Mr. Apted said he was willing to sit and talk with the neighbors to come up with a mutual agreement. Mr. Apted said they do not plan on using the courts for anything other than platform tennis and instructing children in the summer. The

courts will be located in the center of the club property; Mr. Apted stated that is 100 feet or more from any neighboring properties. Lastly, Mr. Apted said the traffic on the gravel road in the back of the club is for employee usage and trash removal and that the platform courts would not impact this function at all.

Mr. Faron asked if there could be more buffering from the lights on the east side. Mr. Apted said he does not have a problem with bringing in more trees, but there is a berm on the east side.

Ms. Whitney Kelly, City Planner, said the original conditional use permit was issued in 1967. Ms. Kelly stated the main concern from the public is lighting and noise and the applicant has submitted a photometric plan showing no light spillage beyond their boundary. However, if there was lighting issues and the City would get a call that there is a violation; the City would issue a violation notice to correct, to become compliant with the approval of the conditional use permit. Regarding the noise, Ms. Kelly said that it is not part of the application and if there is a noise violation the residents are welcome to contact the police department as a disturbance of the peace. Ms. Kelly said one condition of approval was to add evergreen trees to provide additional screening of the lighting and the noise factor in the winter.

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

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

Mr. Pullium motioned to recommend approval of an amendment to the conditional use permit for Creve Coeur Racquet Club to include two new platform courts as presented to the Planning and Zoning Commission, subject to the conditions contained in the staff report for the meeting of September 16, 2013, minus the last condition of protecting the existing large tree nearest to the clubhouse. Mr. Howard seconded the motion with the resultant vote as follows:

Mr. Pullium – aye
Dr. Barton – aye

Mr. Rovak – aye
Mr. Howard – aye

Mr. Faron – aye
Chair - aye

9. 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 9:27 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

1 PZ September 16 2013.pdf
2 PLANNING AND ZONING COMMISSION PUBLIC HEARING
3 CITY OF CREVE COEUR, MISSOURI
4 300 NORTH NEW BALLAS ROAD
5 MONDAY, SEPTEMBER 16, 2013
6 7:00 P.M.
7 THOSE IN ATTENDANCE:
8 Mr. Tim Madden, Chair
9 Mr. Michael Barton
10 Mr. James Faron
11 Mr. Ken Howard
12 Mr. Charles Pullium
13 Mr. Gene Rovak
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

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24 Public Hearing Application No. 13-030
25 Public Hearing Application No. 13-037

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1 St. Louis, MO 63128
2 (314)487-2259
3 CHAIRMAN MADDEN: Like to call to order the
4 Planning Zoning Commission meeting for the City of Creve
5 Coeur, Missouri for Monday, September 16th, 2013.
6 We'll start with roll call.
7 I don't see Dr. Barton.
8 Page 1

7 Mr. James Faron?
8 MR. FARON: Present.
9 CHAIRMAN MADDEN: Mr. Ken Howard?
10 MR. HOWARD: Present.
11 CHAIRMAN MADDEN: Mr. Charles Pullium?
12 MR. PULLIUM: Present.
13 CHAIRMAN MADDEN: Mr. Gene Rovak?
14 MR. ROVAK: Present.
15 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
16 Attorney?
17 MR. LUMLEY: Present.
18 CHAIRMAN MADDEN: Mr. Paul Langdon, our Director
19 of Community Development?
20 MR. LANGDON: Present.
21 CHAIRMAN MADDEN: Ms. Whitney Kelly, our City
22 Planner?
23 MS. KELLY: Present.
24 CHAIRMAN MADDEN: And, Ms. Judy Lowery, our
25 Recording Secretary?

2

1 MS. LOWERY: Present.
2 (Dr. Barton is now present.)
3 CHAIRMAN MADDEN: Okay. That'll move us to New
4 Business. A, a Public Hearing, Application No. 13-030:
5 Request for an amendment to the conditional use permit for
6 Creve Coeur Racquet Club located at 12691 Conway Road.
7 Anybody that's going to be speaking on this,
8 involved in it or even asking questions, you need to come
9 up and get sworn in, please.
10 (Speakers were sworn in by the court reporter.)
11 CHAIRMAN MADDEN: And if your representative,

12 Richard Randall, is that who's going to be speaking?

13 MR. RANDALL: Yes, my name is Richard Randall.

14 I'm vice president -- senior vice president of
15 development with Pace Properties.

16 I live at 200 North Taylor, Kirkwood, Missouri.

17 I'm here with the owner of Creve Coeur Racquet
18 Club, Dan Apted.

19 Myself, few other individuals and Dan have
20 formed a partnership to try and bring a sport we love
21 called platform tennis to Creve Coeur Racquet Club.

22 Creve Coeur Racquet Club used to have three
23 courts, and I'll describe in a minute why they don't and
24 why we'd like to add them back to that facility.

25 Dan's going to speak in just a second, Dan

1 Apted, the owner of Creve Coeur Racquet Club. He has a ³
2 couple comments regarding the staff report that he'd like
3 to address.

4 I'm just going to give you a brief overview of
5 what the sport is, because a lot of people are not aware
6 of what platform tennis is.

7 It's a sport that's played on a court that is
8 one-fourth the size of a tennis court exactly. You can
9 put four of these courts onto the same surface area of one
10 tennis court. They're 30 by 60 rather than 60 by 120,
11 which is a tennis court.

12 They're -- the sport is played with a screen
13 around it. The object of this sport is exactly like
14 tennis, it's scored like tennis, however, when the ball
15 gets past you, you have an opportunity to retrieve it off
16 the screen creating very long points. Points last, you
17 know, sometimes 50, 60 hits.

18 It's a great game for families and kids because
19 actually power is a disadvantage, so it's more of a game
20 of finesse than it is of power. So couples and mixed
21 doubles tends to work extremely well because the men,
22 really, sometimes they're at a disadvantage because they
23 think too hard in the game.

24 So it's a very fun game. It's currently played
25 in St. Louis at Bellerive Country Club with two courts, at

1 St. Louis Country Club with four courts, at the Racquet⁴
2 Club Ladue with two courts.

3 It had been for many, many years kind of a
4 country club sport on the East Coast where it grew and
5 then it came to the Midwest.

6 It has since just -- just grown tremendously in
7 areas where affordable -- what we would call affordable
8 platform tennis.

9 So many of us, and I've been playing this sport
10 all my life, aren't members of those more exclusive clubs,
11 so we're -- we're really looking for, and we can only be
12 guests if we play, so we're looking for a spot that is
13 affordable, and Creve Coeur Racquet Club presents that
14 opportunity to play affordable platform tennis.

15 It's played in the winter primarily. It's
16 really not designed to play in the summer; it doesn't work
17 very well in the summer. So it is a winter sport. We
18 play with a down vest and play through -- through the
19 winter, really in any weather we play, except really hard
20 rain, we probably would sit out, but snow we play in all
21 the time.

22 So it's a great sport for the winter, and the

23 summer these courts can be used for junior tennis
24 development, which Dan and Creve Coeur would use them for.
25 We -- they're kind of a rough surface. We roll

5

1 a little mat out over them, and it's great for the
2 youngsters, five, six-year-olds, to learn to play tennis
3 on because the balls are contained, the court's contained.
4 The location of these will be at Creve Coeur. Presents a
5 good opportunity for that.

6 This is a -- this is an aerial of Creve Coeur
7 Racquet Club. They -- the courts that we're proposing
8 here would be sitting kind of right in the middle of the
9 property just adjacent to the first three courts.

10 The building is -- is on the top of -- or the
11 north side of this aerial, the top of the aerial.

12 Again, you can see that the courts are smaller,
13 considerably smaller than a tennis court.

14 We used to have courts at Creve Coeur Racquet
15 Club many, many years ago. They were on the north side
16 of -- I'm sorry -- on the -- on the east side of the club
17 building.

18 Those courts were used fairly heavily for a
19 while, but the surface that was on them was a plastic-type
20 surface, and it just didn't work that well. It was
21 thought at the time it would be, and that -- this was back
22 in the '70s and early '80s when we had those courts and
23 we -- we used them a lot.

24 Subsequently those courts were taken down and
25 aren't there anymore. There were three of them, so we're

6

1 really just looking to kind of replace those courts and
2 put them in a spot, number one, that I think will be a

3 little more social. When it was on the side of the
4 court -- club, a lot of people didn't really even know
5 they were there. And also when you played there, you felt
6 kind of segregated from the rest of the activity at the
7 club, so having them here kind of right in the middle of
8 the club is, I think, really going to promote it.

9 We've had a huge boom of -- we do have a league,
10 and we've got big waiting lists for that league and so
11 forth, so these courts are going to help us try and expand
12 that.

13 Up in Chicago where they started developing what
14 we call affordable platform court away from the exclusive
15 country club setting, they now have about 7,000 players on
16 the north side of Chicago in their leagues.

17 Most municipal parks have these courts. On the
18 north side of Chicago; Cleveland as well as drawing a big
19 boom.

20 So once you present this sport in an affordable
21 manner, it can really grow, and we hope this is the
22 beginning of growth here in St. Louis.

23 The courts are lit. What I've done with this
24 diagram is I just drew a red line around for euro candle;
25 power extends out from these courts, which is a long way

1 from any of the property lines at Creve Coeur -- at Creve⁷
2 Coeur Racquet Club.

3 The lights are very direct. They shine directly
4 down in the court. They have shields on the outside of
5 them that prevent the light from moving away from the
6 court, so they do need to be lit because a lot of the --
7 the -- because it is in the winter, it's dark at 5:30 or 6

8 when you get off of work. And it just simply wouldn't
9 work if they're not lit because that's when most of the
10 play is on -- on -- in the evenings and on weekends.

11 The courts are raised platforms. The reason for
12 that is because we need to push the snow off of them,
13 and -- and -- and we do that on a regular basis to play
14 the game.

15 Those boards you see, the horizontal boards, are
16 actually snowboards. And you push the snow, those just
17 open when the shovel hits them, and you push the snow
18 right out. Even though they're raised, we do have
19 screening on the bottom, so you don't see the underneath
20 part of on the court.

21 They're raised about 2 feet -- 3 -- 2 to 3 feet,
22 just depending on the topography, and then the screens
23 themselves are about 12 feet high.

24 And we are, again, very excited about bringing
25 these to Creve Coeur Racquet Club. We -- we formed a

1 partnership with Dan Apted, the owner, and a couple of ⁸
2 other gentlemen, and we've worked out an agreement for how
3 they'll be operated and how they'll work at Creve Coeur
4 Racquet Club.

5 The demographic is a great demographic that
6 plays the sport, and I think it will bring -- bring a lot
7 of quality play to Creve Coeur in the wintertime and
8 create that outdoor activity that everybody enjoys.

9 With that, I'll let Dan come up. He has a few
10 comments on the staff report regarding the tree situation
11 here.

12 MR. APTED: Hi. My name is Dan Apted. I live
13 at 12661 Conway Road. Creve Coeur Racquet Club is 12691

14 Conway Road. So I'm the first house on Conway to the east
15 of the Racquet Club property.

16 We've got 15-plus acres there. We've been there
17 since 1968.

18 I took a drive through there this afternoon
19 before I came over because of some of the comments I read,
20 and I counted 100-plus trees just from the Conway Road
21 entrance to the end of our parking lot. That doesn't
22 count any of our trees to the north or any of our trees to
23 the east.

24 We're very proud of the property. We feel it's
25 very green, and we're very concerned about what our

9
1 neighbors, particularly since I live on the street to the
2 east, as well as have friends to the west, so I think
3 we've been a good neighbor; we have a good property. It's
4 a family club. We're on our fourth generation of many of
5 our members.

6 We have about 1400 members now that are involved
7 in tennis and swimming, volleyball, dining and, hopefully,
8 back to being involved with the paddle or platform tennis.

9 What we're asking for is two courts almost --
10 almost dead-set in the middle of the property.

11 The lighting is now state of the art. When we
12 had lighting back in the '70s and '80s, it was fluorescent
13 tubes that pretty much lit up the whole back east end
14 towards the north side of our property. And as people
15 moved in east of us, they weren't particularly tickled
16 with that, which we completely understood.

17 And as Rich mentioned, there were safety issues
18 with the existing courts, one, because of the courts, and,

19 two, because they had to be accessed from our pool deck,
20 which was closed in the winter.

21 So we like this location better. We think it
22 would be a great thing for the club to be of good health
23 and activity.

24 There was some call-out regarding there's three
25 trees that will have to come down that are currently on

1 the property. One of the trees, I mentioned, was going to¹⁰
2 have to come down anyway because the root system of that
3 tree is growing under our first tennis court, and we've
4 spent substantial dollars in the last four years to try
5 and make that go away by re-doing the tennis courts, but
6 it's going to continue to happen, so one of the trees has
7 to go anyway. The other two trees, unfortunately, we
8 would have to take out.

9 I'm sure that the City and the neighbors would
10 like to see more trees come up. We're happy to put up
11 more trees. We had planned on some landscaping to the
12 east anyway to give it a nice buffer. How many trees that
13 will be, I don't know that until we sit down with somebody
14 and lay out a plan. But we don't have a problem adding
15 another half dozen trees, in addition to some are adding
16 to our west side at end of this season.

17 Those are the two major issues that came up. I
18 know lighting is a concern. We tried to be very careful
19 about that. We put in a streetlight on our property for
20 safety reasons a couple years ago, and I was called out on
21 it pretty directly by our neighbors to the west and did
22 take it back down.

23 So I do listen. We do care about the neighbors.
24 We have a lot of neighbors who ride their bikes through

25 that club. During the summer we have kids who walk across

1 Conway Road, come over and play tennis. I think that ¹¹
2 we're doing a good job.

3 So, hopefully, there will be positive
4 consideration on this.

5 The only other thing I want to add is that this
6 is a sport that is a -- a social sport. It's not -- I
7 doubt that there's two people in this room that ever
8 watched paddle or platform tennis on TV or watch any major
9 tournament or competition in paddle and platform tennis,
10 unless you happen to belong to Bellerive, St. Louis
11 Country Club or Racquet Club.

12 Our intent is to bring families out to play.
13 There's not going to be big tournaments. There's not
14 going to be big events. Really, probably at the most 12
15 or 16 guys there at one time. If there's a great overlap,
16 there's a wonderful match to watch, and they'll hang out
17 and watch, but other than that, it's a low density of
18 players, but a good group of people in the demographic
19 that we're very interested in bringing back to the club.

20 Thank you.

21 CHAIRMAN MADDEN: Any questions for Mr. Apted?

22 MR. PULLIUM: I just have a couple questions.

23 The -- first off, it's a thrill that you want to
24 improve your club and make it more viable.

25 And also all of the many trees, you said there

1 are a hundred, however many trees there are, as you drive ¹²
2 into that club. There are a lot of very mature trees, and
3 it's a very nice drive when you're walking in.

4 So I guess my question, and I'm sure you
5 probably have an answer for this, is why are you putting
6 the two courts right where the three existing, and one of
7 them is fairly large tree, rather than -- rather than in
8 the open area that's just a tad bit, you know, hundred
9 feet over to the east, which is already very open?

10 MR. APTED: Well, if we put them farther to the
11 east, it would be in an area that we use as a green space,
12 playground area for the kids during the summer months.

13 MR. PULLIUM: Thought you might say that.

14 MR. APTED: The other thing is if we pull them
15 farther over there, I think our lighting boundaries are
16 going to be a lot closer to the rooftops over there.

17 And we're -- we have substantial tree lines to
18 the east, but there are a couple rooftops that are
19 exposed, and a lot of them are protected by actual berm,
20 bush, not even tall trees.

21 But I think you get over that far, we're,
22 frankly, pushing our luck, and it takes it out of what we
23 feel is a better flow area. Where they're sitting now is
24 almost directly in front of the dining room windows, so
25 people that are sitting on the patio or the dining room

1 watching this, and as I said, it's a very social game, and¹³
2 that's what we think will build it.

3 MR. PULLIUM: Thanks.

4 MR. APTED: Thank you.

5 CHAIRMAN MADDEN: Any other questions?

6 MR. FARON: So the -- are those shuffleboard
7 courts right there?

8 MR. APTED: Yes.

9 MR. FARON: Is that the -- so those, you don't

10 want to impede on that or the -- the playground area
11 that's to the east of that area.

12 MR. APTED: No, the playground area will have to
13 be moved. Playground probably go little -- which we need
14 to move anyway cause it's under the second tree, which has
15 had some limb problems and getting scary.

16 So we'll have to move that closer to the pool
17 area anyway.

18 MR. FARON: And just looking at the email here
19 that we have all received. This primarily is a winter, or
20 you're going to promote it as kind of a off-season sport,
21 more or less, I mean this is kind of an option for people
22 who want to still continue playing during the winter
23 months.

24 MR. APTED: Well, it's definitely a winter game.
25 It's way too hot to play in the summer, and it starts

1 probably late September or early October and goes just ¹⁴
2 barely through February. So it's a winter sport.

3 In the summer, our intention, as Rick mentioned,
4 is right now there's enormous push for what's called ten
5 under tennis and that's played on 60 by 30 court. And we
6 can use these courts to train, of course, little kids
7 versus turning them sideways on our existing courts, plus
8 we get them inside a chained in cage, like it's really
9 nice cause you can control them there. Have like a --

10 MR. FARON: So the regular night activities,
11 when I see this email, you really wouldn't have that in
12 the winter. I mean I think people would be inside during
13 the winter. And the light, possible noise, would not
14 bother -- bother people during that time of the year, I

15 would assume. And I guess there was a --

16 MR. APTED: Are you speaking about the
17 neighbors?

18 MR. FARON: Well, I'm speaking about this email
19 here. It maybe need little more clarification, but it
20 seems like what they're addressing here is not going to
21 occur, you would not be using this as a court for
22 activities or anything like that. You wouldn't have any
23 outdoor activities during the winter months anyhow, just
24 be playing this type of tennis.

25 I don't know if you've seen this, but --

15

1 MR. APTED: No.

2 MR. FARON: So it's probably --

3 CHAIRMAN MADDEN: I think -- I think you're
4 confused.

5 They will be playing the platform tennis during
6 the winter, but you're saying people --

7 MR. FARON: Right.

8 CHAIRMAN MADDEN: -- the people next door will
9 be in their homes anyway.

10 MR. FARON: Right.

11 MR. ROVAK: The interior.

12 MR. FARON: Right. And the address seems to be
13 on Conway Road, which is quite a ways from where this
14 would be, it seems like.

15 So just -- I'm looking at this email, and it
16 kind of is assuming that you'll be doing things that you
17 wouldn't, I understand what they're saying definitely, and
18 just wanted to make sure that that's the case, that
19 there's not going to be activity.

20 MR. APTED: Well, right now -- or not now -- you
Page 13

21 know, three weeks ago people were playing tennis outside
22 until 8:30, 8:45 when it got dark. You know, this is
23 basically the same scenario, it's going to be November
24 till April play, probably, till 9:45.

25 MR. FARON: Right. Are the other courts lit up

1 too?

16

2 MR. APTED: No, sir.

3 MR. FARON: Okay.

4 MR. APTED: That'd be a whole other game.

5 MR. FARON: Sure. That's why -- that's why I
6 asked about this email so.

7 MR. ROVAK: To me it looked like pretty
8 effective cutoff. Your lighting is all cutoffs --

9 MR. APTED: Yes.

10 MR. ROVAK: -- you had mentioned that fact, so.

11 CHAIRMAN MADDEN: Mr. -- Dr. Barton.

12 MR. BARTON: This probably none of my business,
13 but did, cause I mean if you guys want to cut down the
14 tree, private property, I think it's what you want to do,
15 but had you polled your membership at all in terms of
16 whether they wanted to --

17 MR. APTED: No, we've had conversation about it.

18 MR. BARTON: Relocated those end to end and put
19 one where the shuffleboard court is, and then preserve the
20 tree, ask the membership what they think about the tree,
21 cutting it down?

22 MR. APTED: No, I try not to talk to the
23 membership -- no -- they -- the membership, the people
24 that are involved with the paddle, which is a small
25 portion of what our membership is now, you know, I've had

17
1 positive response that they'd love to see it come back.

2 A lot of the guys my age that are playing
3 tennis, we played paddle, but we can't afford to play in
4 those three spaces. You know, we'd like to see it. We
5 haven't really talked about the exact location of it.

6 So I, you know, we looked at it actually on the
7 other side of that fence between the walkway and the
8 dining room at one point, and for a number of reasons
9 didn't think that -- terrible look from the parking lot,
10 kind of impedes the flow to the pool and some issues
11 there.

12 We feel like where we're putting it is kind of
13 center and active.

14 MR. BARTON: It's your decision, but I was just
15 curious.

16 MR. APTED: The other -- the other thing, to be
17 quite frank with you, is that if it really took off, we
18 might want to come back and ask for a third one, and
19 that's where it would be.

20 CHAIRMAN MADDEN: Any other questions?

21 Okay. I got some people in the audience that
22 want to comment.

23 Laura Shapiro.

24 LAURA SHAPIRO: Hi. My name is Laura Shapiro.
25 I live at 12631 Conway Club Court. I'm basically right

18
1 behind there. There's several of us here that live right
2 behind there.

3 It's double concern, the light and the noise.
4 As it is right now, the music from the pool is so loud we
5 can't even have a conversation on our driveway, and it

6 goes till ten, eleven o'clock at night. So who knows when
7 they're really going to shut down the lights to the tennis
8 court.

9 Our concern is that these lights are going to go
10 also into our yard, even if they're focused, the lights go
11 out there, and we're going to be able to see it from our
12 backyard.

13 So I guess my concern is that now we have to
14 deal with the music all summer long, and now all winter
15 long we're going to have to deal with the lights. Going
16 to be a year-long aggravation to us and to the property.

17 CHAIRMAN MADDEN: Thank you very much.

18 James -- I don't know if it's Steger or Steger.

19 JAMES STEGER: Steger.

20 CHAIRMAN MADDEN: Steger.

21 JAMES STEGER: Just had a question. That is --

22 CHAIRMAN MADDEN: Please come up and state your
23 name and address.

24 JAMES STEGER: James Steger. I live at 12632
25 Conway Club Court, which is immediately behind the club.

19
1 And are there to be restrictions on the time
2 that the lights can be on?

3 That's my question.

4 CHAIRMAN MADDEN: We'll have them come up and
5 answer after we got all the questions. Okay. Thank you.

6 David Lanson.

7 DAVID LANSON: My name is David Lanson, and I
8 live at 12644 Conway Downs, and we're just east of the
9 property.

10 And my concern is also the noise. We have been

11 at the house for thirteen years, and seems like the noise
12 has gotten louder and last later in the night every year.

13 So it's a little bothersome. I'm concerned that
14 the noise level will be worse.

15 Also, there's a road that goes behind the
16 property. When we moved there thirteen years ago, it was
17 a dirt road and now it's a gravel road. And when we moved
18 there there was one car -- or a truck rather, that come
19 around get trash. Now it seems like there's a lot of cars
20 coming around, whizzing around making a lot of noise and
21 that's bothersome. And I'm not sure if that's going to
22 get better or worse with the tennis court that's being
23 built.

24 CHAIRMAN MADDEN: Okay. Thank you.

25 John Hudgins.

1 JOHN HUDGINS: Hi. My name is John Hudgins,²⁰
2 and I live at 12643 Conway Downs Drive, right next to
3 Dave, matter of fact.

4 And I would like to just say many of the
5 things that -- second some of the things that Dave has
6 already said about the noise and about the lights.

7 And primarily for me, because I live on the east
8 side of the club right directly behind where the road
9 comes, the traffic back there will be a concern for me, so
10 I guess my question -- one of my questions for the owners
11 would be if there is an increase, and I'm sure that
12 they've done -- have a business plan to -- to try to
13 increase the membership that they have there, how that
14 will affect parking; how would it affect traffic that uses
15 that road back there, and how would it affect the other
16 activities in the club.

17 Are we looking at an increase from what we have
18 now, or are we simply just talking about more opportunity
19 for the current club members to use -- to do something
20 different than they've done before?

21 CHAIRMAN MADDEN: Thank you very much.
22 Art Silverman.

23 ART SILVERMAN: Hi. My name is Art Silverman,
24 and I'm at 12619 Conway Club Court, I'm one house removed
25 from the Creve Coeur Racquet Club property.

1 The Shapiros house is between me and the 21
2 property. I'm right -- I'm their next door neighbor on
3 the east of the --

4 I have several concerns. I -- I -- I took a
5 chance to visit the St. Louis Country Club, Bellerive and
6 the Racquet Club. Just drive on the ground, take a look
7 at where the courts are.

8 St. Louis Country Club probably 400 yards away
9 from Ladue Road. The next public property across Ladue
10 Road, which would be in the Hacienda area, or the Racquet
11 club on the outer road off of Highway 40, east of Warson,
12 there's a huge bank of trees behind it, and, of course,
13 Highway 40/64 on the other side. So there really isn't a
14 noise and/or light factor.

15 Bellerive Country Club, they've got it on the
16 east side of the property facing Mason Road back in a
17 maintenance area. The only thing it faces right now is
18 Mason Road and an empty conclave at Bellerive that is no
19 where near to be developed, so there's really nobody that
20 would ever talk against that expansion anyway.

21 What I'm -- what I'm saying is that our

22 subdivision, our houses, the three, four, five closest
23 houses, we're 40 yards, we're not 300 yards, we're 40
24 yards away from the proposed courts.

25 I understand about lighting a little bit. I

1 understand the lights will go down. There still will be a²²
2 glow. It's not so bad now because we have leaves on our
3 trees. But during the winter when the sport is played is
4 where there's no leaves on the trees and everything,
5 there's nothing to stop the light.

6 Also the noise factor. I was there. I've been
7 in my subdivision 39 years, second longest member. There
8 was nobody else there except two houses across the street
9 when I moved there, so I've gone through whole era of the
10 Creve Coeur Racquet Club racquet -- I'm sorry --
11 paddleball courts that they had on the east side of the
12 property.

13 I would invite any member to go to an existing
14 paddleball facility while they're playing and listen to
15 the noise factor. It's an aggressive fast-paced game.
16 You have to be in pretty good shape to play it probably.
17 And the noise factor back in 19 -- late '70s and early
18 '80s, hear it clearly inside my house with no doubt that
19 they were playing an outdoor sport 50, 75 yards away from
20 my house.

21 So it's not a quiet game. It's very aggressive.
22 And the guys are having fun. I'm not -- I'm not saying
23 not to have fun, but it's a verbal loud, and these guys
24 get going and it's a very fast-paced game, and there's
25 nothing wrong with it except I think that the noise

1 factor, they were underestimating how much noise we're²³

2 actually talking about.

3 I wanted to ask a question about what are going
4 to be the restrictions on the hours; on other activities
5 for these two platform courts; what about the parties,
6 what about the music, the DJ --

7 CHAIRMAN MADDEN: Okay.

8 ART SILVERMAN: -- and the PA system?

9 And most of all, what about the tournaments when
10 this expands and gets to be a much better sport and much
11 bigger in St. Louis, what about tournaments, are they
12 going to want to hold there?

13 Thank you.

14 CHAIRMAN MADDEN: Thank you.

15 That's all the cards I had. Is there anybody
16 else? Okay.

17 Mr. Apted, would you like to come up and
18 respond.

19 First, if you want to deal with lights first,
20 that was one of the biggies.

21 MR. APTEDE: Sure. That went well.

22 As far as the lights goes -- lighting goes, I
23 mean it's state of the art lighting. I -- I'm not going
24 to stand up here and tell people that if they're in their
25 top floor of their house and standing on the roof and look

24
1 over they're not going to see some light. I can't
2 guarantee that. All I can say is we've been there 45
3 years, houses came in after we did. We tried to make sure
4 that we didn't have a problem with that.

5 I don't think the lighting is at all going to be
6 an issue any more than streetlights that are on their

7 houses.

8 I drove in the Conway Club Court, which was
9 named that because the club was there, this afternoon
10 before I came over here, and, you know, I drove to the
11 edge of each one of these houses and I went back over to
12 the property, and looked back across to see what I could
13 see, and there's definitely a rooftop or two, you know, I
14 know the Stegers very well. I don't know a couple of
15 these other people particularly well.

16 And all I can say is I think that this is a good
17 thing for us and for Creve Coeur, and I don't think at the
18 end of the day this is going to impact or affect these
19 people whatsoever regarding lighting.

20 Regarding the time that we have the light on,
21 there hasn't been any precedence set, to my knowledge,
22 regarding what time they'd like the lighting to be off.

23 I'd be happy to sit down with the neighborhoods
24 on both sides and say, you know, does ten o'clock work for
25 you; does 10:15 work for you; does 10:30 work for you;

weekends better or done early. 25

2 You know, this -- again, this is going to be a
3 social activity, it's not going to be a highly competitive
4 organized function that we need to be out there till
5 midnight.

6 There is no plans -- there will be no plans
7 whatsoever to use these for anything other than platform
8 tennis or tennis instruction for children.

9 As you can see from some of the drawings,
10 they're basically a 65/30 cage. I don't see that
11 conducive to parties, maybe couple years back, but not
12 anymore.

26
1 So I -- I don't see the sound as being a factor
2 there, frankly, not nearly as much as the outdoor tennis
3 and the pool sound. It's just -- it's a rubber ball, it's
4 a rubber -- foam rubber ball.

5 And the other thing is, you know, back in the
6 day when one of the gentlemen said that he heard the
7 noise, they're using wood paddle, they're using fiberglass
8 now. It's quieter. And so it's a little easier go.

9 So time wise I'd be happy to talk, you know, if
10 they wanted to put some type of restriction, you know, for
11 some reason we're going to go later, you know we'd reach
12 out to the neighbors and give them a heads-up.

13 As far as road traffic in the back, yes, there's
14 a -- there is a gravel road that goes all the way around
15 the back of the property. And the last two years it has
16 gotten more activity because we use it for our employees
17 to park back there, and we move trash from in and out back

18 there. It is a rock road. It would have no impact
19 whatsoever on this function because the courts aren't
20 going to be in that area. They'll be 15 feet from the
21 front parking lot, so there'd be no reason to drive around
22 back there. So the impact that the road traffic back
23 there would be nonexistent.

24 I think that kind of hit on what was there.

25 The last gentleman that was up asked about big

1 events, big tournaments. It's just -- it's not in our ²⁷
2 wheelhouse; it's not what we're looking for. Our
3 interests would be a place where people can come learn to
4 play this game, play the game, and enjoy it with their
5 families, and it would be another aspect of what we do
6 with the club.

7 Any other questions?

8 CHAIRMAN MADDEN: Mr. Faron.

9 MR. FARON: On the lighting, the concerns there,
10 I know you're talking about putting in some other
11 landscaping. Is there a possibility to buffer the east
12 side where the shuffleboard courts to eliminate some of
13 that possibly going east into that court that you're
14 discussing?

15 I know there's a bit of open land there, but
16 could --

17 MR. APTED: Well --

18 MR. FARON: -- landscaping be pushed around that
19 way to maybe somewhat --

20 MR. APTED: Yeah, I would -- I would not have a
21 problem bringing more trees to the east fence line, and I
22 wouldn't have a problem -- we're definitely going to have
23 trees along the east side of the courts for our own look.

24 I mean it's not just going to be a bare shelter.

25 MR. FARON: Sure.

1 MR. APTED: But to the east where -- where 28
2 Conway Club Court is, again, there's -- it's a pretty
3 substantial berm there that comes up now, but with some
4 heavy, so, you know, the leaf factor is going to be an
5 effect, but not entirely because a lot of it is more bush
6 than it is trees.

7 Would we have similar trees on that side of
8 property? As when we rebuilt the back building, we were
9 asked to put trees. We added, I think, twelve trees.

10 What I can add there now isn't going to be
11 effective, you know, for the next four or five, six years.
12 I'm happy to jump right in there and do it, but I can't
13 say it's going to have an immediate impact.

14 MR. FARON: Well, I mean, you know, something up
15 close might be more effective than -- I know you have a
16 nice berm and a set of trees over there that kind of
17 shield that court. Something up close to the court might
18 be more effective than something that doesn't drop its
19 leaves during the winter.

20 MR. APTED: Yeah, we looked at the tall thin
21 evergreens. We also run the tennis courts at Forest Park
22 and we have probably, you know, the park has probably 70
23 trees that run along the south border of that, and they
24 grow straight up, not into the fences, you know, the like,
25 so we'd -- we'd love to get a line of those.

1 MR. FARON: That's Dwight Davis there in -- 29

2 MR. APTED: Yes.

3 MR. FARON: -- the Forest Park? I mean there --
4 you go by there, you don't even see that there.

5 MR. APTED: I've got to give Forest Park credit
6 for that.

7 CHAIRMAN MADDEN: I think we need to clear up a
8 few things.

9 There's going to be no DJs, cause this is in the
10 middle of winter. I know there's DJs there on Sundays, I
11 believe.

12 MR. APTED: Well, we have -- I mean the club,
13 like every club, certainly has social activities.

14 CHAIRMAN MADDEN: Right. But I mean it's not
15 going --

16 MR. APTED: Go ahead, I'm sorry.

17 CHAIRMAN MADDEN: It's not going to be outside
18 in the winter, DJs.

19 MR. APTED: No.

20 CHAIRMAN MADDEN: No. And as far as people
21 watching, I've driven by Bellerive's because it backs to
22 Mason Road, several times during the winter to go up to
23 the grocery store or something, I've never seen anybody
24 there watching other than people -- I mean there are
25 people playing and that's it.

30

1 MR. APTED: Yeah.

2 CHAIRMAN MADDEN: And they're not in their
3 maintenance section, they're right next to their tennis
4 courts right there.

5 MR. APTED: Yeah, they back up to the clay
6 courts. And they have a little paddle club there, and
7 they are across the street from what will eventually be
8 million dollar home.

9 But people at Bellerive don't like each other
10 either. I mean they're not going to stay out and watch.
11 We like to have people sit around and -- but we also have
12 a nice patio that is right adjacent to the dining room
13 where we hope people will sit because it will be a little
14 warmer.

15 CHAIRMAN MADDEN: Okay. Any other questions?
16 You guys have anything, Paul? Whitney?

17 MS. KELLY: Whitney Kelly, City Planner, on
18 behalf of the City of Creve Coeur.

19 I would like to point out that the original CUP
20 was issued in 1967. It does contain a condition of that
21 CUP that is not changing with this amendment that they're
22 looking no area-wide tournaments on the site.

23 Also, as you have heard public comments, the
24 main concern is the lighting and noise. And the applicant
25 has submitted a photometric plan showing that there would

31
1 be no lights that would go beyond the boundary.

2 However, if for some reason things are not
3 correct, then we get a call that there is a violation, we
4 would be issuing a violation notice with a form to correct
5 that, so that it does come into compliance with the
6 approval tonight.

7 Regarding the noise, that is not part of the
8 application at this point for large parties. If there is
9 a noise violation, the residents are welcomed to call the
10 police department as a disturbance of the peace, or -- and
11 that they are in violation of the St. Louis County
12 Ordinance, noise.

13 As I indicated in the staff report, the

14 preexisting nonconformity lot coverage is on the site at
15 29.1 percent. The Code does allow for minor expansion of
16 less than 5,000 square feet or 10 percent, whichever is
17 less. And the platform courts are 39,000 -- 3900 square
18 feet. Sorry. And they are located within the center of
19 the site as far from the residences as possible on either
20 side.

21 A condition of our recommended condition of
22 approval has include adding evergreen trees to provide
23 additional screening of the lighting and the noise factor
24 for the winter.

25 We did talk about whether or not to remove this

1 tree. The applicant did indicate to us earlier that it is³²
2 creating significant damage from here, so we do see that
3 it would come down further, so we're not -- and the other
4 trees that were there were in ill-health when I visited
5 the site, therefore, the addition of the trees would help
6 offset their loss of the trees, the landscaping.

7 CHAIRMAN MADDEN: Any questions for Whitney?
8 Okay.

9 You have to enter your exhibits?

10 MR. LUMLEY: Yes. Thank you.

11 MR. PULLIUM: Whitney, I'm sorry, but there
12 was -- there was a condition in here that said location of
13 the courts should protect the existing large tree nearest,
14 but you're saying that we can remove that condition at
15 this point?

16 MS. KELLY: Yes, sir. He did indicate that
17 there was -- when I walked -- I'm not a tennis player, so
18 I didn't notice it at the time. When I walked, I didn't
19 see anything along the line, but he was showing us

20 photographs of where they had to repair this whole court
21 from the tree.

22 MR. PULLIUM: Sure.

23 MS. KELLY: So we do understand that it probably
24 come down either way, but we would still like the
25 evergreen theme be included in that condition.

33

1 MR. PULLIUM: Thank you.

2 CHAIRMAN MADDEN: All right. Exhibits, please.

3 MR. LUMLEY: Offer the following exhibits into
4 the record of this public hearing: Documentation in
5 possession of the City Clerk reflecting the public notice
6 regarding the hearing, the staff's report, the materials
7 submitted with the application, the City Code of
8 Ordinances and Charter, the City's Comprehensive Plan and
9 the public file regarding the application, including all
10 communication received from the public to date.

11 CHAIRMAN MADDEN: Thank you. That'll close our
12 public hearing.

13 (The Public Hearing was ended.)

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Memorandum

To: Mark Perkins, City Administrator
From: Theresa Bradshaw, Public Information Officer and Management Analyst &
Kirsten Barnes, Director of Recreation
Date: 9/20/2013
Re: Establishing a Farmers Market - UPDATE

In addition to continued research on establishing a Farmers Market in Creve Coeur, staff had the opportunity to meet with the Market Masters from Lake Saint Louis Farmers and Artists Market and Ferguson Farmers Market as well as Councilman Scott Saunders and Councilwoman Ellen Lawrence. Through the research and this round table discussion, it is clear that a market is a way to build a sense of community, increase traffic in the city for brick and mortar businesses and increase civic pride. With that in mind, staff has identified three (3) key points to consider moving forward.

Location

As previously stated, the location of a market can be as critical to its success as the quality of vendors or effectiveness of management. In addition to a visible location, space that is easily accessible by vendors, adequate parking, and access to electricity are all important. At this time, staff is working with the administration at Parkway Northeast Middle School as a possible location.

Timeline

In order to establish the market for launch in 2014, it is imperative that work begins now. In addition to determining how current business regulations would apply to the market and individual vendors, establishing fee structures, soliciting vendors, creating and executing a market campaign to get as many people as possible to market, and organizing special events will take at least six months to complete.

Resources

Finally, commitment of city resources will be required to launch the market in 2014. Resources will include approximately 7 - 10 hours per week by current full-time staff and hiring a part-time market manager to complete required elements of the timeline, manage revenues and expenses and execute the market weekly. Funding the part-time position as well as the other expenses associated with the market will also fall upon the city.

In conclusion, the City of Creve Coeur will have to commit a variety of resources and move quickly to support a strong, successful launch of a market in 2014. If the desire is to have the market established and maintained solely by citizen volunteers, it is recommended that the launch be delayed until 2015.

Memorandum

To: Mark Perkins, City Administrator
From: Theresa Bradshaw, Public Information Officer and Management Analyst
Date: 8/12/2013
Re: Establishing a Farmers Market

Recent discussions and research have been focused on establishing a farmers market in Creve Coeur. Online resources (most heavily, UM Extension) were utilized as were the experiences of neighboring municipalities and/or farmers markets (Ellisville, Kirkwood, O'Fallon/Lake St. Louis). Issues to be addressed or discussed further are as follows:

Sponsorship/Management

Currently, the city is the driving force behind this project. The question that needs to be answered is whether the city wishes to provide market oversight going forward. Without an organized and energetic group of vendors already established, it would be difficult for the city to proceed without being the sponsor/manager. Conversely, neighboring municipalities have stressed that the city cannot manage a market without a part-time staff "market manager" or a highly dedicated volunteer willing to devote a significant amount of time to serve in such a capacity. Numerous sources cite low-paid or volunteer market managers, as well as manager turnover, among the top reasons markets fail.

Once management is established, rules and regulations will need to be adopted along with a vendor application process. The rules will address basics (days/hours of operation, fee schedule) as well as finer issues regarding what types of vendors/products will be permitted and how infractions/grievances will be addressed. Management will also need to make decisions on whether stands, tents, chairs, etc. will be purchased and provided by the market or whether vendors will be responsible for their own set-up. The more set-up the market provides, the more attractive it might be to vendors but it will also require more staff power.

Kirsten Barnes, Director of Parks and Recreation, has volunteered the support of the newly hired Recreation Coordinator in liaising a farmers market committee or with help promoting a market. Promotional efforts could easily be coordinated between Parks and Recreation and my position.

Location

The location of a market can be as critical to its success as the quality of vendors or effectiveness of management. A location must be visible, easily accessible and large enough to accommodate vendor stands, trucks, walk aisles and customer parking. The I-270/Olive interchange provides the necessary visibility and traffic (especially during work days). Several locations around the interchange have been mentioned as potential sites, including St. Monica's (possible traffic conflicts with school), Kohl's (not within Creve Coeur city limits) and Fountain Park. To date, no property owners have been contacted.

Vendors

Identifying potential vendors is fairly simple. The challenge comes with determining whether the market is restricted only to “true” farmers or whether resellers will be permitted. According to the experiences of some of our neighbors, it can be difficult to get interest from true farmers before a market has demonstrated success but true farmers typically draw more interest from consumers. Donna Poe with the Kirkwood Farmers Market suggested allowing a reseller to anchor the market, initially. She indicated that a successful market will draw in the true farmers.

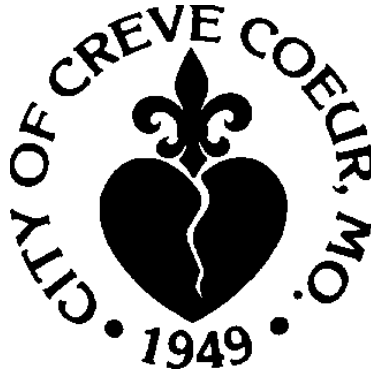
A determination would also need to be made regarding how many and what type of ancillary vendors will be permitted. Can handcrafted, non-food items be sold? Can prepared foods be sold? These issues would tie back to the issue of management rules, described on page one.

Licensing, insurance, legal structure

The city would need to determine how its current business license regulations would apply to the market as a whole, as well as individual vendors. The market’s management would need to determine how the market and/or vendors will be insured. These issues, as well as many of the issues already mentioned in this memo, are entangled with the larger issue of under which legal structure the market operates: for-profit, non-profit, or part of another organization (possibly, the city).

To move forward, staff will require the direction of the City Council regarding the extent to which the city wants to be involved in the day-to-day management of a market, as well as the resources (staff time and budget) the city is willing to contribute to the project. From there, a small committee could be formed to take the initial steps (site selection, hours of operation, vendor contacts) to establish the market.

TRB



CITY OF CREVE COEUR, MISSOURI

**SPECIFICATIONS AND BID DOCUMENTS
FOR
RESIDENTIAL
SOLID WASTE, YARD WASTE, AND
RECYCLABLE WASTE
COLLECTION, REMOVAL, AND DISPOSAL BID
FOR 2014-2019**

Sealed Bids To Be Publicly Opened 2:00 P.M. CDT, Thursday, October 17, 2013

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO. 63141
Mr. James Heines
Director of Public Works
September 26, 2013

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 James Heines, Director of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141. Bids are due by no later than 2:00 PM CDT on October 17, 2013, when they will be publicly opened 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, 2014 through June 30, 2019.

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 Tuesday, October 8, 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 James Heines, Director of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141, until 2 PM, CDT, Thursday, October 17, 2013.
2. Bids must be submitted in a sealed envelope marked "BID FOR RESIDENTIAL SOLID WASTE, YARD WASTE AND RECYCLING WASTE COLLECTIONS 2014-2019".
3. Bidders may submit bids for all services or any one type of collection service. 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, limited liability company, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a limited liability company or corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number and e-mail address 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, and the affidavits required by Section 285.530 RSMo. Each bidder must comply with all applicable ordinances and laws regarding bidding process.
9. Each bidder shall provide a list of at least three (3) 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 to be 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/complexes.
12. Each bidder shall, on an attached sheet, provide a list of charges for additional collections, per size container/dumpster, for condominium buildings/complexes 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 risk and responsibility of the bidder. All questions regarding the specifications shall be directed in writing to James Heines, 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 in the same envelope 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.

DRAFT

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:**
- 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)

ALSO OTHER ITEMS AS REASONABLY DETERMINED BY THE CITY ADMINISTRATOR OR HIS DESIGNEE.

- 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, hedge 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.
- d. Residential Containers - Solid waste refuse and recyclables shall be stored in standard totes provided by the hauler as per the terms of the contract. The successful hauler will provide a new solid waste tote and a new recycle tote to each residence prior to the start of the new contract.

Residents will have a choice of a small (35 gallon), medium (65 gallon), or large (95 gallon) toter for both solid waste and recycle collections. Within two weeks of the award of the contract, the successful hauler will send out a post card to each residence at the haulers expense offering the choice of toter size to residents. City staff will work with the hauler to provide a mailing list of residents. If residents do not contact the hauler to confirm their preference in size of toters within 28 days of mailing of the postcards, the default size will be a medium toter (65 gallon). 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, both existing and future. The Contractor is encouraged to apply for available grant funding to lower the cost of providing each residence a plastic toter. The toters will include: construction of a heavy-duty plastic body, wheels, "allowable recyclables" text printed on lid when applicable, and utilize a close/tight-fitting hinged lid. City will have final approval of toter manufacturer and color of toter. Toters will also have RFID tags embedded into the plastic container. The successful hauler will provide, deliver, service, warranty and maintain the toters throughout the term of the contract at no additional cost to the city, however at the end of the contract, the toters will become the property of the City of Creve Coeur.

Yard waste shall be stored in unlined standard containers or in biodegradable paper bags, supplied by resident or 95-gallon container provide by the successful hauler as described below.

- e. Solid Waste Diversion Reward – The City of Creve Coeur aggressively supports recycling and encourages residents to recycle more. For every ton of solid waste that our residents recycle it eliminates a ton of material deposited in local landfills.

The more material that is collected through recycling not only creates revenue for the Contractor from the sale of the raw material, it also eliminates a dump fee paid for by the Contractor for that ton of material.

The city plans to work with the Contractor to stimulate residents to recycle more and the details of this program are listed in section 9 of these Specifications.

2. Solid Waste and General Requirements

- a. Curbside 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 but excluding apartments) within the corporate limits of the City of Creve

Coeur. There shall be once-a-week collection of solid waste from the curb in front of each dwelling. The hauler provided totes are to be placed at the curb before 7 AM on pick up day for that area 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. All solid waste collected shall be immediately removed by the Contractor from the City of Creve Coeur. Residential service is unlimited and residents 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.

- b. Collection Schedule – See Section 7
- c. Rear Yard Collection (Upgraded Service) – Rear Yard collection shall be defined as collection of solid waste at one location near the garage of the house requesting this upgraded service. The Contractor will not be required to collect solid waste from the inside of buildings. The participating property owner is responsible for the cost for this service upgrade. Arrangements for this service as well as billing and payments will be directly between the resident and the successful hauler unless resident qualifies for Handicap/Disabled Resident Service (see section 2d). The maximum charge per residence per month is fifteen dollars (\$15.00), however the bidder may propose a lower fee on the bid form.
- d. Disabled Residents Pickup (Service provided to all who qualify) – Due to the City of Creve Coeur determining that basic service is to be curbside 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 recipients of the service are not capable of placing containers at the curbside or street right-of-way because of physical disability. The Disabled 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 special service. Contractor shall work with the city to create the necessary application forms. 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. Resident shall also certify that no other member of the household is capable of getting their trash and/or recycle containers to the curb.

- ii. **Enrollment Period** – Residents can enroll for this service at any time throughout the year (unlimited enrollment period) for duration of disability. Contractor may verify eligibility annually in its discretion.
- iii. **Audit and Disputes** – The City will be able to audit compliance with this aspect of the program at any time. The City will make final decision on eligibility in the event of a dispute.
- e. **Annexation** – In the event of an annexation by the City of Creve Coeur, the Contractor shall 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, as soon as the City is allowed to commence such collection as provided in Section 260.247 RSMo or other applicable law.
- f. **Collection Vehicles** - Contractor shall furnish side loader collection vehicles for the collection of solid waste, and recyclables in leak-proof 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.
- g. **Radio Frequency Identification (RFID)** – Collection vehicles shall be equipped with RFID readers and scales on hydraulic lift arms. Toters that are supplied by the hauler for solid waste and recycling shall have RFID tags embedded into the plastic container.

The successful hauler will provide weekly collection weight reports to the city for solid waste and recycle collection in electronic form. The data collected by the RFID system shall be delivered to the city in Excel or Access program format. Data form shall include:

- Date
- Tag Number
- Type of Collection
- Address
- Toter Size
- Weight of Collected Material

3. Recyclables

- a. Resident Recyclable Collection In Plastic Wheeled Toters with Lid - Recyclables are to be picked up once a week in Contractor-supplied containers from the curb line. Refer to recyclables (Specifications - Item 1b) as defined in the definitions for those items that are recyclable.

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 reusable 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 and dispose of tag during pickup). 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 other locations as approved by the City Administrator or his designee. City will transmit payments for tags to Contractor. Contractor solely responsible for accounting with private merchants. The Contractor will be required to collect yard waste if the resident attaches a tag to the bag, bundle or container.
- 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 other locations as approved by the City Administrator or his designee. City will transmit payments for tags to Contractor. Contractor solely responsible for accounting with private merchants. The Contractor will be required to collect yard waste if the resident uses the pre-tagged/printed bag.
- 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. Contractor shall bill the resident quarterly for this service. Current contractor has approximately 200 participants.

- 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, 2014. 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/complexes where individual containers are not used. Some of the containers belong to the condos and others belong to the present hauler, i.e. Republic 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 once-per-week collection from these dumpsters will be billed directly to the City as part of this contract, but the cost of additional weekly pickups for condos should be included in the response. A listing of the number of dumpsters, sizes and locations currently being serviced is included in the bid form. Additional condos in the city may be added at the unit cost proposed by the successful bidder.

The cost for recycling containers (95 gallon toter and/or recycle dumpsters) and recycle collection shall be included in the dumpster unit price for condominiums.

- b. Condominium Extra Collection Pricing - The cost for extra collections will be billed directly to the manager of the condominium 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:
- i. City Government Center – 300 N New Ballas Road, one – 6CY dumpster (solid waste) collected three times a week; 12 - 95 gallon residential toters (recycle) collected once a week.
 - ii. Municipal Garage – 996 East Rue De La Banque Drive, one – 6CY dumpster (solid waste) collected twice a week; and one – 20CY roll off (yard waste) collected on an as needed basis.
 - iii. Millennium Park – 2 Barnes West Drive, one- 2CY dumpster (solid waste) collected once a week.
 - iv. Dielmann Recreation Center Ice Rink/Golf Course – 11400 Old Cabin Road, one – 4CY dumpster (solid waste) and one – 4CY dumpster (recycle) both collected twice weekly
 - v. 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 toters two days before the events at locations designated by the Director of Public Works. All dumpsters and toters to be removed by the Contractor before 7:00 AM on the Monday after a weekend event or within 24 hours of conclusion 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 noon the following calendar day. Missed pickups shall be abated regardless of whether required tags were originally attached, so long as required tags are attached at time of abatement. 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 relatively 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 during normal business hours 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 and receive from the Director of Public Works of the City or his designee any and all complaints and reports of missed pickups regarding said collection service. Daily, prior to 2 PM, a responsible representative of the Contractor shall report to and receive from the Director of Public Works of the City or his designee any and all complaints and reports of missed pickups 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 and missed pickups regarding the collection service have been abated and to receive any and all complaints and reports of missed pickups 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, 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, availability and ordering or rear-yard pickup, availability of and eligibility for disabled services, 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, 2014 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 provide 250 extra brochures city staff to make them available to the public at the Government Center, as well as versions suitable for posting on the City website and for e-mail distribution. Contractor shall also comply with County notification requirements.
- e. 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".
- f. Magnets - Contractor will provide and deliver along with toters, a refrigerator magnet identifying the hauler's name and contact information. In addition, the magnet shall identify the list of recyclable items. Contractor to work with city staff on the design said magnets.
- 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.

- h. All Contractor billing practices shall be subject to approval by the Director of Public Works, which shall not be unreasonably withheld.

7. Schedules and Routes

- a. Collection Schedule – The pick-up of solid waste, recyclables, and yard waste from a single premise is required to be on the same day. The collection schedule will be as follows:

<u>Day of the Week</u>	<u>Collection Area</u>
Monday	Ward 1
Tuesday	Ward 2
Wednesday	Ward 3
Thursday	Ward 4
Friday	Make-up day and pick up misses

See attached Ward Map for Ward boundaries

- 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, and the remaining pickup days for the week will shift accordingly. The Contractor shall submit a “Holiday Schedule” schedule to the city by December 15 each year of the contract referencing the collection dates on holiday weeks for the ensuing year. The city will publish on the city website and in the city newsletter.
- 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 7:00 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 cannot 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 maximum \$25 fee per item, however bidders may choose a lower dollar amount on the bid form. 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. Residents are allowed two (2) pick-ups at no cost per year. These by-appointment pickups of unlimited quantity shall fulfill County requirements for biannual scheduled pickups. Each additional pick-up Bulk Goods pickup shall be billed directly to the resident by the hauler for a maximum \$25 fee per item, however bidders may choose a lower dollar amount on the bid form. Construction materials generated by builders are not included.

9. General

- a. **Unightly 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 toters or containers of any kind in common areas or in the City right-of-way.
- c. **Tonnage and Dwelling Units** –

During the year 2012, the City's residential units generated the following:

Solid Waste	3,608 Tons	67%
Recyclables	1,749 Tons	33%
Yard Waste	3,357 CY	

During the year 2011, the City's residential units generated the following:

Solid Waste	3,702 Tons	66%
Recyclables	1,893 Tons	34%
Yard Waste	2,997 CY	

During the year 2010, the City's residential units generated the following:

Solid Waste	3,720 Tons	67%
Recyclables	1,840 Tons	33%
Yard Waste	3,003 CY	

During the year 2009, the City's residential units generated the following:

Solid Waste	3,771 Tons	71%
Recyclables	1,553 Tons	29%
Yard Waste	3,479 CY	

Four-year average for these services:

Solid Waste	3,701 Tons	68%
Recyclables	1,759 Tons	32%
Yard Waste	3,209 CY	

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	5,020 Units
<u>Condos</u>	<u>500 Units</u>
Total	5,520 Units

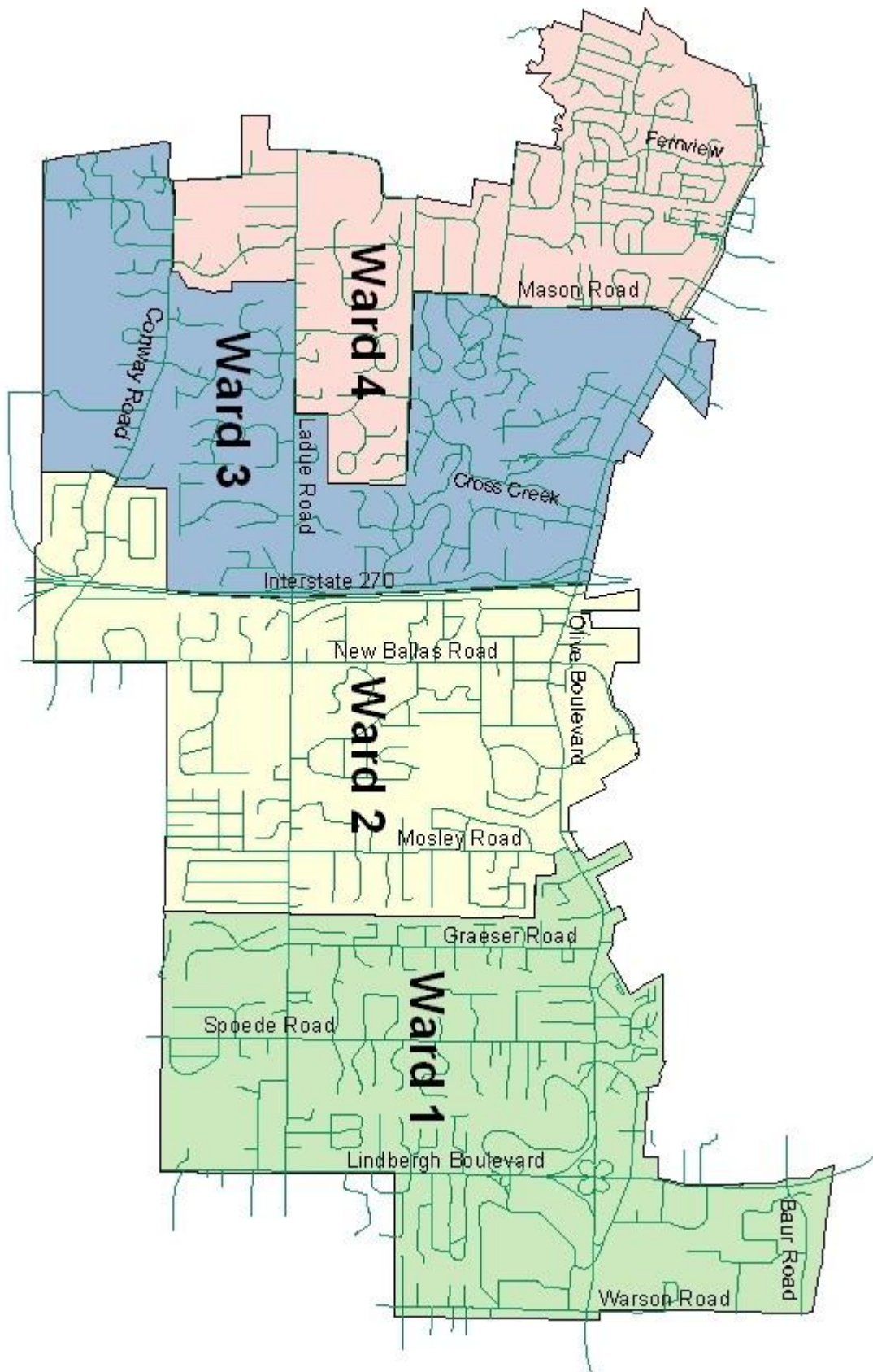
For the purposes of payment under this Contract, the City and the Contractor shall complete an audit of the number of residential dwelling units at the beginning of each fiscal year (July 1) and make adjustments to the contract price based on the cost per unit as bid. Payment for curbside collection will be made upon the number of residences where totes for trash and recycle collections are placed at the curb for pick-up. Multi-unit condominiums which receive dumpster shall be paid at the dumpster rate only.

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. Solid Waste Diversion Reward** – The four-year average for solid waste and recycle collections are listed in the previous section which sets the baseline for recycled material at 1759 tons. A solid waste diversion reward shall be given to the city for every ton of material that is diverted from the solid waste landfill above the baseline amount (1759 tons). The reward should be paid to the city within 30 days of the end of each year of the contract and should be based on the number of tons over the baseline amount. The per ton compensation shall equal 50% of the contractor's dump fee per ton plus 50% of the average annual market value for comingled recycle material per ton.
- e. 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.
- f. 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. All necessary endorsements to effectuate additional insured coverage shall be provided.
- g. 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. Annual certifications and affidavits shall be provided as required.

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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 2014 to June 2015 for the 2nd 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 securely replace lids on all storage containers after emptying (no lids upside down, no open toppers), 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 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.

2.4 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 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

3.3 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.). . In addition, the Contractor shall submit weekly trash and recycle collection weight reports generated by the RFID system in either excel or access program format.

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 may be provided with a retractable cover.

4.3 The gross axle weight of a disposal vehicle 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. For this purpose, a "Miss" is defined in section 6a under Customer Service:

- 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 an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; 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 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 TERM AND OPTION FOR EXTENSION

The term of the agreement shall commence on July 1, 2014 and end on June 30, 2019. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2019. 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, 2019. The contract price during this extension period shall be at the same schedule of rates as the previous year (2018-2019), increased by the percentage increase, if any, in the cost of living between the month of June, 2018 and the month of June, 2019, 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 Contact Person: _____ 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

ENVIRONMENTAL PREFERENCE

The City of Creve Coeur promotes environmentally sustainable practices by purchasing environmentally preferable products when cost, quality, variety, quantity, delivery time, and other defined specifications are no significantly inferior to competing commodities and services. Whenever possible, proposals shall provide applicable information relating to how the vendor's product is environmentally preferable. Environmentally preferable products are commodities or services that carry the certification of one (1) of the following national independent environmental certifying programs:

- EPEAT (Electronic Product Environmental Assessment)
- Energy Star
- Environmental Choice (Canada EcoLogo)
- Forest Stewardship Council
- Green Guard for Children and Schools
- Green Seal
- Green-e
- USDA Organic

Or that assume one (1) or more of the following qualities to a greater degree than comparable commodities and services:

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon-free (CFC-free)
- Compostable
- Durable or reusable, as opposed to single-use or disposable
- Energy efficient
- Heavy-metal free (e.g. no lead, mercury, cadmium)
- Less hazardous
- Low volatile organic compound (VOC) content
- Low-toxicity
- Made from rapidly renewable materials
- Persistent, bioaccumulative toxic free (PBT-free)
- Procured from vendors and contractors that follow green policies in their own operations

- Produced locally or regionally (to minimize environmental costs associated with shipping)
- Recyclable
- Recycled content
- Reduced greenhouse gas emissions
- Reduced packaging, especially polystyrene
- Refurbished
- Resource efficiency
- Upgradeable
- Water Efficient

DRAFT

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 For 2014-2019**

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 FOR 2014-2019

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 single unit condos, pick-up solid waste once a week (Curbside pick-up paid for by the city)	\$ _____	\$ _____
	b. Option: 2X Curbside pick-up, Resident may pay Contractor directly for twice a week curb pickup. (Upgrade price for second weekly curbside pickup)	\$ _____	\$ _____
2.	a. Single family including single unit condos, pick up solid waste once a week Resident may pay contractor directly for rear yard pick-up. Maximum charge per residence per month is fifteen dollars (\$15.00), however the bidder may propose a lower fee. (Upgrade price for once a week rear yard service)	\$ _____	\$ _____
	b. Option: 2X Rear yard pick-up Resident may pay contractor directly for twice a week rear yard pickup. Maximum charge per residence per month for second weekly pickup is fifteen dollars (\$15.00), however the bidder may propose a lower fee. (Upgrade price for second weekly pickup rear yard service)	\$ _____	\$ _____

Item II – Recyclable Materials

	<u>Monthly Cost</u>	<u>Annual Cost</u>
1. a. Curbside Pickup of Recyclable Materials once a week (Curbside pick-up paid for by the city)	\$ _____	\$ _____

Item III - Miscellaneous

1. White Goods – Metal Appliances Resident schedules pickup with Contractor and pays Contractor directly for this service. (Maximum \$25/item)	\$ _____ (Per Item)
2. Bulky Goods – Furniture/Large Items Resident schedules pickup with Contractor	
a. Two free annual pickup	\$ 0.00
b. Cost for additional pickups within the same year (Maximum \$25/item)	\$ _____ (Per Item)
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, cover, and unlimited yard waste collection service. (Service paid for by residents)	\$ _____

* 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 – Solid Waste Diversion Rewards

- Contractor will share profits as a recycling incentive. Annual payment amount will be based upon 50% of solid waste dump fee per ton plus 50% of average recycle revenue per ton.

(Amount contractor pays for solid waste
dump fee per ton).

\$ _____

(Annual 2013 average revenue per ton for
comingled recycling materials)

\$ _____

Item V – Sustainable Practices and Procedures

1. Does your fleet burn CNG as a fuel source? _____
2. Does you landfill capture and reuse methane gas? _____

(See Appendix D for Environmental Efficiency Policy Requirements)

Bidder may include additional material in bid explaining how they address any of the energy conscious efforts and environmentally friendly practices executed by their company which are identified in Appendix D.

Item VI - CONDO DUMPSTER SOLID WASTE AND RECYCLE PICKUP

	<u>Current Use</u>		<u>Monthly Cost</u>	<u>Annual Cost</u>
	Single Pickup per week			
	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:

Contact All Condos and Add Additional Locations and Dumpster Counts

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)

***** Condominium Owned Dumpsters**

(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 anyone 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 anyone 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 anyone 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 _____, 2013.

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 (or limited liability company), 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 _____, 2013, 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-2014-2019.

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, 2014, and terminate on June 30, 2019. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2019. 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, 2019. The contract price during this extension period shall be at the same schedule of rates as the previous year (2018-2019), increased by the percentage increase, if any, in the cost of living between the month of June, 2018 and the month of June, 2019, 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:

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 2014 to June 2015 for the 2d year) with a 4% cap on any yearly increase. Each yearly contract shall be paid in equal monthly installments.

Contractor shall share profits with the city for increasing recycling by means of the Solid Waste Diversion Rewards program. Annual payments shall be made at the end of each year based upon 50% of the value of eliminated dump fees and recycling revenue as described in the bid documents.

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 an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; 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 an 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 and all endorsements 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 collections of solid waste, recycables, and yard waste combined from all residential premises in the City of Creve Coeur, including condominiums but excluding apartments, and 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 County, 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: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: September 18, 2013

TO: Mark C. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Trash and Recycling Bid Document Recommendation

Research and Development of Bid Specifications

City staff and the Horticultural, Environmental, and Beautification Committee (HEB Committee) have been working on the Trash and Recycling services contract for almost a year. Earlier this year, we met with four of the major trash haulers in the St. Louis Metro area to discuss the upcoming city contract. In addition we discussed each company's procedures as well as market trends and what each company had to offer to the City of Creve Coeur.

HEB formed a sub-committee to assist staff with the research and development of the bid specifications for the new contract. Items such as the citizen surveys, public meetings, citizen comments, cost analysis of current services, Council work session discussions and environmental impacts have all had an impact on the choice of options and language chosen for the draft bid specifications accompanying this report.

Bid Document Highlights

The draft Bid Specifications have now gone through a number of reviews and revisions by staff, the city attorney, and HEB committee. Most recently the HEB committee approved the final draft (attached) and recommended this edition, Draft #4, 9-11-13, to council as the final bid document. To assist you to locate these important sections please see the following sections of the bid document:

1. Bid documents to be written for Curbside Trash Collection as the base service paid for by the city. See Section 2a on pages S-3 & S-4
2. Rear yard availability at a cost not to exceed homeowner expense of \$15 per month. See Section 2c on page S-4
3. Each property to have the option to choose the size of the toter for trash and for recycling at the beginning of the contract period. Hauler to be responsible for maintaining toters during the contract period, at which time toters become the property of Creve Coeur. Toter size options include:
 - Small (35 gal)
 - Medium (65 gal)
 - Large (96 gal)

See Section 1d on pages S-2 & S-3

4. Collection trucks to have equipment necessary to weigh trash and recycling material; to be able to track toters; and identify to which property toters belong by the Radio Frequency ID (RFID) embedded in each toter.
See Section 2g on page S-5
5. Contract language requiring that City be provided with monthly reports showing collection data for trash and recycling.
See Section 6g on page S-10, also see Section 3.0 – 3.3 on page S-18
6. The Diversion Rewards are identified in Section 1e on page S-3 and in sections 9 c & d on pages S-12 thru S-14.

In addition to these items, the committee was concerned on how the contractor will provide service to the residents with physical limitations. This item is addressed in Section 2d on pages S-4 & S-5.

Bidding Alternatives

It is important that we call your attention to another Trash and Recycle Collection option still available under the current contract. As an alternative to accepting any of the bids proposed for the 2014-2019 Trash and Recycle Service Contract, the City may extend the current contract for up to three years. This would continue the current services with Republic Services (AKA Allied Waste). These services include:

- Rear yard trash collection service
- Curbside Recycle collection service
- Yard Waste, Bulky Goods, and White Goods pickup paid for by residents
- Condominium trash dumpster service and recycle service

The annual increase is a set 3% per year. If the city chooses to exercise the remaining 3-year extension to the current contract with Republic Services, the total annual cost for rear yard service, curbside recycle, and condo dumpster service are as follows:

<u>Year</u>	<u>Cost</u>
FY 15 (7/1/14 to 6/30/15)	\$1,352,264
FY 15 (7/1/15 to 6/30/16)	\$1,393,288
FY 15 (7/1/16 to 6/30/17)	\$1,434,937

Summary

It is not necessary to have a resolution or ordinance to allow staff to proceed to bid, however we are looking for guidance from the Council regarding the content of the draft bid document. If the Council would like to discuss potential revision or recommend changes to the document we would be happy to do so.

A project schedule has been attached for your convenience so we can verify that we are still on schedule to award bids in November thus allowing the successful bidder enough time to contact residents about toter choices, order toters and deliver to residents, order trucks and other equipment to be prepared for the new contract which starts on July 1, 2014.

Trash Collection Bid Preparation Schedule (revised 7-24-13)

Creve Coeur, Missouri

2013-2014

Project Task		2013												2014											
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
1	Meet with Committee to discuss Market trends	■	■																						
2	Survey cities regarding preferred services and costs		■	■																					
3	Meet with potential bidders to discuss proposed services			■	■																				
4	Discuss preferred service and draft bid specification with HEB				■																				
5	Public Meetings					■																			
6	Receive public comments and research recycle programs						■	■																	
7	Discuss Trash and Recycle Services with Council & Draft Bid								■	■															
	Bid Trash and Recycling Services									■	■														
8	Review bids and discuss with HEB Committee for recommendation										■														
9	Submit options to Council for Contract Approval											■													
10	Sign contracts												■												
11	Survey Residents regarding Toter size requested													■	■										
12	Order and receive new toters														■	■	■	■							
13	Deliver new Trash Toters to the residents																		■						
14	Begin new contract and services																			■					
■	- Completed Task																								
■	- Task in Progress																								
■	- Future Task																								



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: August 5, 2013
TO: Mark C. Perkins, City Administrator
FROM: Jim Heines, Director of Public Works
SUBJECT: Trash and Recycling Services Contract

City staff has been working with the Horticultural, Environment and Beautification (HEB) Committee for several months in preparation for bidding the city's trash and recycling services contract. This effort has culminated in a number of recommendations for consideration by the City Council. A Work Session has been scheduled for Monday, August 12 to discuss these recommendations. Members of the HEB will be participating this meeting.

Contract History

City Council entered into a 5-year contract with Republic Services (formerly Allied Waste) to provide rear yard trash collection and curbside recycling collection in July of 2007. Annual increases to this contract were based on the CPI Transportation increase however the contract identified a 4% cap placed on the annual increase.

As part of the contract, by the end of year two of the 5-year term, Republic Services was to eliminate recycling collection in clear plastic bags placed at the curb by residents and provide totes to each residence for curbside recycle collection. This modification to the recycle collection services resulted in a significant increase in participation and volume (from 27 % to 34% of the total solid waste collected) of material recycled by our residents.

Towards the end of the 5-year agreement, the city took advantage of a contract extension clause within the original contract allowing up to five additional years of service. City Council approved a contract extension with Republic Services for an additional 2 years with an annual increase of 3%. Although this 2-year contract extension ends June 30, 2014, there are still 3 years available under the original City-Contractor agreement should the Council choose to exercise that option.

HEB and Staff Research

The HEB Committee began discussing the upcoming trash and recycle bid as early as the fall of 2012 in an effort to get committee members engaged with neighbors and residents to obtain input for the next solid waste collection contract.

The HEB committee and city staff partnered in January of 2013 to begin gathering information from haulers and residents to better understand the capabilities of the primary solid waste haulers in the area and the actual resident service usage and desires for the next contract.

City staff and an HEB sub-committee interviewed Meridian, Waste Management, and IESI. In addition, our current hauler, Republic Services, made a presentation to the whole committee. A comparison of available services and responses to specific questions is attached for your convenience. In summary, each of the haulers that were interviewed were interested in submitting a bid for hauling services in Creve Coeur whether it remained rear yard service, curbside service or a combination of services. Once the hauler information was obtained, our focus turned to meeting with the public.

Public Meetings and Comment Forms

The Horticultural, Environmental & Beautification Committee sponsored two public meetings in May 2013 to obtain public input from residents regarding their desired level of service for the upcoming trash and recycle bid. City staff was requested to make presentations to residents regarding the current service levels, citizen survey results, costs associated with available service options, and services offered by neighboring communities and their costs.

Each of the meetings lasted about 1-1/2 hours including the presentations, question/answer and discussions between residents, staff, and HEB committee members. As part of the process, comments from the meeting were documented and included in meeting summaries.

As another means of obtaining input from residents, the city posted a comment form on the city's website, hard copies were available in the Government Center lobby, and comments were solicited in the city newsletter. We received approximately 70 comment forms, e-mails, and phone calls from residents. The results are summarized below:

<u>Item</u>	<u>Number of Favorable Responses</u>
1. Residents preferring curbside collection	36
2. Residents preferring rear yard collection	19
3. Residents endorsing a fee to residents requesting rear yard service.	23
4. Residents suggesting toters for both trash and recycle	9

Additional comments were submitted on a number of topics related to the trash and recycle collections such as:

- Offer yard waste collections at no cost in place of rear yard service.
- Offer three sizes of toters to meet the needs of each individual household.
- Rear yard service for seniors and others with physical limitations for free or at a reduced rate.
- Create a rewards program as an incentive to recycle more.

As you can see from the comment forms, the results are similar to the citizen survey which revealed about 60% of our residents place their trash at the curb while 40% utilize rear yard collection. All of the comments received have been placed into one document and are attached for your review.

In-house Recycling Collection Program

At the second public meeting held on May 22, 2013, Mr. Kent made a presentation on recycling. His research provided a number of interesting ideas as well as his estimate of the cost for the city to operate a recycling collection program and the estimated revenue from the collected material.

City staff spent many hours researching what it would take to implement an in-house recycling collection program as well as the annual operations costs and potential revenue generated by the program. The research started with interviews with our current hauler to better understand the current operational requirements. We also priced necessary equipment and totter costs to provide these services. In addition, to get a better idea of the program demands, we contacted two cities, Kirkwood and O'Fallon, who have operated in-house sanitation programs for many years.

Staff conducted a cost analysis which involved the operational and startup fees, the potential revenue from selling the collected recyclables, and the contract savings from eliminating the outsourced collection contract. This exercise provided a range of scenarios which vary from the program losing money to the program supporting the operational costs. If the proposed costs for a hauler to provide recycle collections reflects a sizeable increase during the bid process it may make the idea of starting an in-house recycle program more attractive. However, at this time, the potential benefit does not out-weigh the risk or responsibilities of starting a new in-house program.

During my conversations with Tod Rehg, Kirkwood Public Works Director and Jim Wenzara, O'Fallon Director of Environmental Services, we discussed in detail how their operational structure and what the City of Creve Coeur could expect if we started our own in-house program. Both of them informed me that their recycle programs lose money and they rely heavily on their trash collection programs to help the sanitation program break even. They added that although they only receive about \$15 per ton for their recycled materials, the diversion of material from the landfill provides a significant reduction in operational costs due to eliminating dump fees (approx. \$30 per ton) for that amount of tonnage. Both recommended that we do not start a stand-alone recycle collection program because it will not support itself.

HEB Service Recommendations

The HEB committee has developed several recommendations to Council (letter attached), including:

1. Bid documents to be written for Curbside Trash Collection as the base service paid for by the city.
2. Rear yard availability at a cost not to exceed homeowner expense of \$15 per month.
3. Each property to have the option to choose the size of the totter for trash and for recycling at the beginning of the contract period. Hauler to be responsible for maintaining totters during the contract period, at which time totters become the property of Creve Coeur. Toter size options include:
 - § Small (35 gal)
 - § Medium (65 gal)
 - § Large (96 gal)

Comment [MCP1]: This first bullet is unclear – are they wanting to bid it without offering an alternate bid of rear yard?

Comment [MCP2]: Are these totters for both recycling and trash?

4. Collection trucks to have equipment necessary to weigh trash and recycling material; to be able to track totes; and identify to which property totes belong by the Radio Frequency ID (RFID) embedded in each tote.
5. Contract language requiring that City be provided with monthly reports showing collection data for trash and recycling.

Although there were additional discussion topics which included assistance to those with physical limitations, bulk pickup, yard waste services no recommendations were made regarding these items.

Additional Proposed Contract Recommendations

City staff as well as the HEB committee members have identified a number of issues which should be addressed in the bid document. Below, each item is identified along with potential solutions for the council discuss:

Bulk Pickup – We have heard from a number of residents that they would like to have at least one bulk pickup per year at no additional cost. Currently the hauler charges residents a minimum of \$25 for this service. St. Louis County passed an ordinance requiring a minimum of two free bulk pick-ups per household after our contract with Republic services was signed back in 2007.

Staff recommends including this service in the bid specification as a requirement.

Unlimited Yard Waste – Although the city provides leaf collection in the spring and fall and limb chipping service March thru October, we have received requests from residents to include unlimited yard waste as a standard service paid for by the city. This would allow residents to put grass or bush clippings, small sticks, or other yard debris in paper bags and placed at the curb for pickup by the haulers.

This service could be bid as an alternative item

Special Rear Yard Services for those with Physical Limitations – Both residents and HEB members have raised concerns regarding services to those with physical limitations. It has been discussed by the committee and staff members and the general feelings are that the city requires the hauler to make special arrangements to help these residents. In a household where residents are physically incapable of moving a tote to and from the curb it has been suggested to provide a discounted rear yard upgrade price or eliminate the upgrade price altogether.

We may want to ask the haulers what their plan is to address this issue, while stipulating a minimum discount level for residents with disabilities to obtain the rear yard upcharge.

Summary

Under our current contract, the city provides rear yard trash collection and curbside recycle collection with residents being provided a recycling tote. If the Council chooses to continue this plan as the standard service staff, would recommend taking advantage of the remaining 3 years under the current contract. Review of the recent contracts with surrounding communities has revealed that the monthly contract price per house we are experiencing today (\$20.82) is much lower than – for example - the Frontenac contract for rear yard service with Meridian (\$25.05) in April 2013.

Comment [MCP3]: How many requests have we received for this service? Do we have a sense of how much it is going to cost us? Should this be an alternate?

In the event that Council chooses to change trash services to curbside service, the HEB committee has done a significant amount of research and based upon the input from residents, citizen surveys, and saving of an estimated \$360,000 per year, the recommendations in their report address a number of resident concerns.

Staff plans to use the input from Council at the August 12 Work Session to draft a bid document over the next month. This draft will be shared with Council for final review before its release to haulers in late September.



TO: Mayor Barry Glantz and City Council Members
FROM: Horticulture, Environmental and Beautification Committee
RE: Recommendations for City of Creve Coeur Trash Contract Beginning 7/1/2014
DATE: August 5, 2013

Please note that the following recommendations were unanimously approved by the Horticulture, Environment and Beautification Committee (HEB) members present at the June and July committee meetings.

Bid Documents To Be Written for Curbside Trash Collection To Include:

- Rear yard availability at a cost not to exceed homeowner expense of \$15 per month
- Each property to have the option to choose the size of the toter at the beginning of the contract period. Hauler to be responsible for maintaining toters during the contract period, at which time toters become the property of Creve Coeur. Toter size options to include:
 - o Small (35 gal)
 - o Medium (65 gal)
 - o Large (96 gal)
- Collection trucks to have equipment necessary to weigh trash and recycling material; to be able to track toters; and identify to which property toters belong by the Radio Frequency ID (RFID) embedded in each toter
- Contract language requiring that City be provided with monthly reports showing collection data for trash and recycling

Additionally:

- Committee explored potential of City collecting and selling the recycle materials. While initiating this service does not appear feasible at this time, it was concluded that the City could lower its cost of recycling by incorporating language into the bid document that gives the City monetary credit for additional recycling material collected above a predetermined amount; (hence the criteria for weighing the toters). Collection data to be based on the monthly reports of the hauler.
- Haulers have told us that they will be purchasing new, natural gas trucks to service our City. These trucks will emit less carbon monoxide than gasoline engines. [Personal comment: Please be aware that some natural gas is extracted by the process called fracking, a process that has contaminated some ground water supplies.]
- Language in the bid documents should include how the hauler accommodates people with disabilities who are unable to take their trash to the curb.

Process:

- Committee has members from all four wards
- A subcommittee, chaired by Sue Baseley, met with the haulers in our area who have the capacity to service our City. Purpose of the four separate meetings was to learn trends that the haulers are seeing, to gauge their capacity to service our contract and to learn details of their standard service.
- Two public forums were held where Jim Heines presented information that Public Works had collected regarding our residents' trash and recycling habits. Citizens commented regarding how to improve the trash and recycling services and made suggestions for contract language. Additionally, Bob Kent made a presentation about how the City might be able to make some money from the recycled materials.

- City collected on-line comments from citizens.

Historical Background for Decisions:

For two of us, Fran Cantor and Sue Baseley, this is the third trash contract in which we have participated in advising Council. For each contract cycle the committee reviewed contracts of neighboring municipalities at the beginning of the process.

Twelve years ago, the Recycling, Environment and Beautification Committee (REB – now known as HEB) voted, not unanimously, to recommend curbside trash collection and the continued use of the plastic recycling bags that the City was using at that time. REB's decision to advise City Council in favor of curbside was based on information that showed significant savings by changing to curbside trash collection.

A subdivision within Creve Coeur tested the plastic, lidless, recycling boxes available at that time. Residents were not happy with the boxes. They were bulky, and the recycling material was not contained on windy days. Therefore, even though it was more costly (\$40,000 a year), REB recommended staying with the plastic recycling bags. Council voted to maintain rear yard trash collection. Several REB committee members quit in protest (anger).

Later, Allied said they could secure a grant and proposed switching to the current toters if we would test them with 100 properties (these are the same brown toters seen on collection day). One hundred households some from each ward tested the toters and liked them.

After reviewing options again in 2007, the REB committee was leaning toward, but not unanimously, curbside trash collection again. Then Mayor Dielmann apparently received numerous calls from residents unwilling to give up the rear yard collection and unwilling or unable to pay for the curbside collection. He said that he would “veto” a Council vote for curbside trash collection. When this information was related to the divided REB committee, some members changed their votes in order to maintain peace, and the committee recommended rear yard trash collection.

It should be noted that the bid documents in 2002 and 2007 called for separate bid pricing for rear yard and curbside trash collection. The committee's experience in reviewing the submitted proposals from the haulers was that haulers pricing, other than Allied, might be less for curbside collection, but Allied's bid for rear yard collection was lower. We learned from the City's Warren Poll conducted in 2008 that that about half (49.7%) of the properties were already placing their trash at the curb. Information regarding the number of homes that used rear yard collection, based on actual experience, was not available to the City nor to haulers other than Allied during the 2007 bid process. Based on knowledge gained by experience, Allied may have had, and will still have, an advantage for their rear yard bid. The best way to assure that no one company has a bid advantage is to create an entirely new bidding format, one that attempts to put all haulers at the same starting point for their proposals. Specifying curbside service and requiring the bid to include all new toters will assure that the City receives truly competitive proposals because no one company will have a bid advantage.

It should also be noted that the response at the public forums was without **any** negative comments regarding curbside collection. I know of home owners who came to speak in favor of continued rear yard trash collection and after they heard Mr. Heines' presentation of the data, left the forum realizing that curbside collection is going to be to the City's long term advantage.

By submitting the bid documents with curbside trash collection, new recycling toters, monthly information requirements and language crafted to take advantage of increased recycling, the Committee believes that the City can save several hundred thousand dollars a year.

Everyone has great ideas for how the funds we can save on trash and recycling collection can be spent to make Creve Coeur a better place to live. What services, safety or beautification projects do you see a need for and wish we could fund? Or do you want a reduction in City taxes? It is the unanimous opinion of HEB that Creve Coeur can save taxpayer dollars by switching to curbside trash collection, and that dollars saved on trash collection can benefit other important areas of our City and its services.

Respectfully submitted,

Fran Cantor, Chair HEB

Trash and Recycling Services Public Meetings

**Tuesday, May 7
Wednesday, May 22**



Public Meeting Purpose

- To inform residents of the current service level and associated costs of the Trash and Recycling Services.
- Discuss options with residents and obtain input regarding their desired service levels for the next 5-year contract.



Agenda

- Current Service Levels
- Annual Costs for Trash and Recycling Services
- 2011 Citizen Survey Results
- Rear Yard vs. Curbside Collection Costs
- Recycling Data
- Cities with Similar Services & Costs
- Timeline for Public Meetings, Bid, and Award of New Contract
- Public Questions



Current Services Paid for by the City

- Rear Yard Trash Service
- Curbside Recycling Service w/Toter
- Condominium Dumpster and Recycling Service



Service Upgrades Paid for by Residents

- Additional Weekly Pickups
- White Goods Disposal
- Bulky Goods or Construction Debris Disposal
- Yard Waste Disposal



Current Contract Facts

(1 of 2)

- Budget for FY2014 is \$1.31 million
- 5,020 Single Family Homes
- \$16.62 for Rear Pickup per Month (\$1,000,482)
- Annual Cost for Condo Dumpster Service (\$21,519)
- \$4.82 for Recycle Pickup per Month (\$290,357)
- \$21.44 Total Per Month for a Single-Family Residence



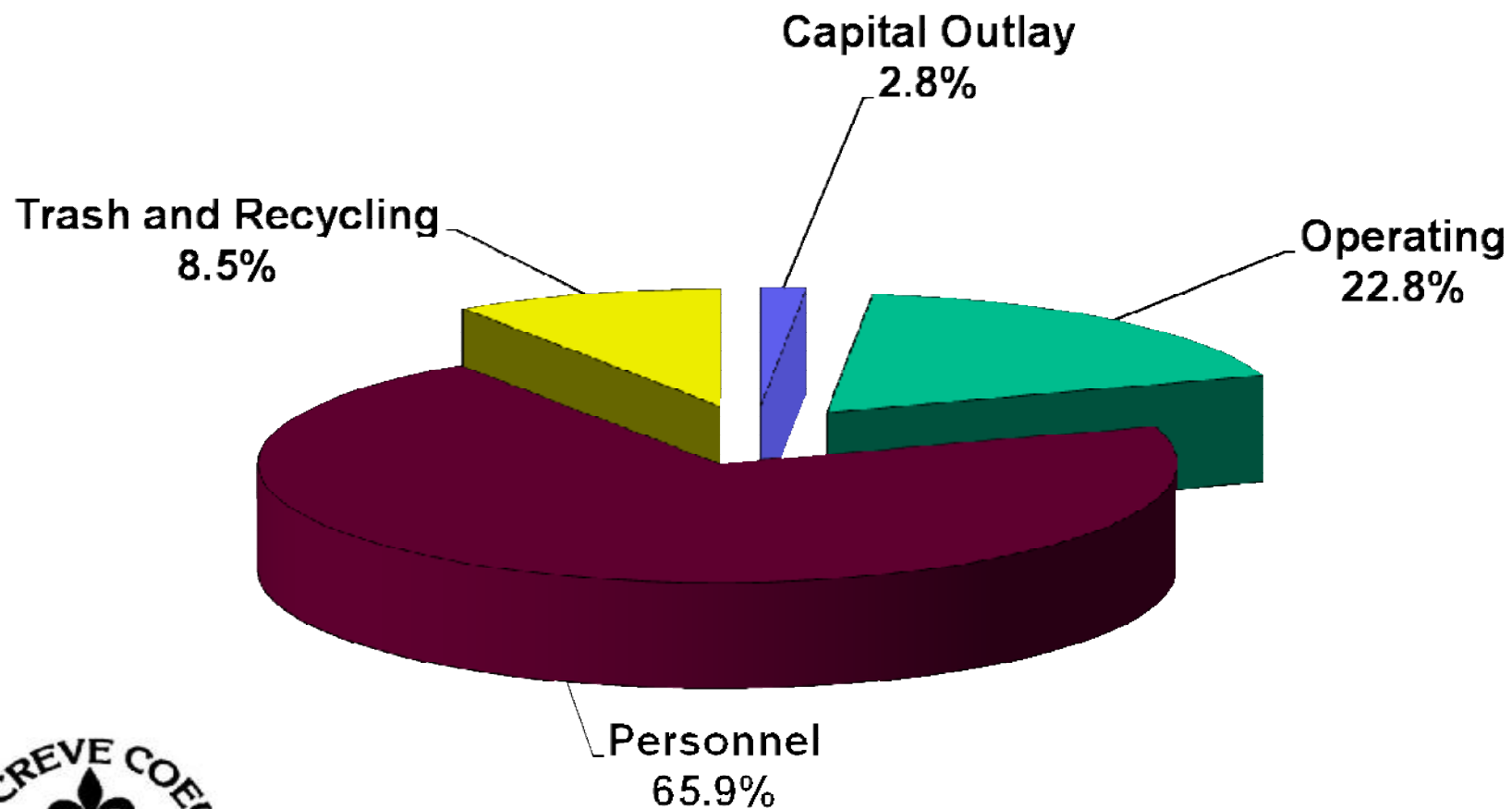
Current Contract Facts

(2 of 2)

- Last year of a two-year contract extension
- Original contract from 2007 to 2012
- Annual contract increases based on CPI
Transportation or set 3% during extension
- Current Hauler is Republic Services (formerly Allied Waste Systems)
- Current Recycler is Resource Management



FY2014 City General Fund Budget

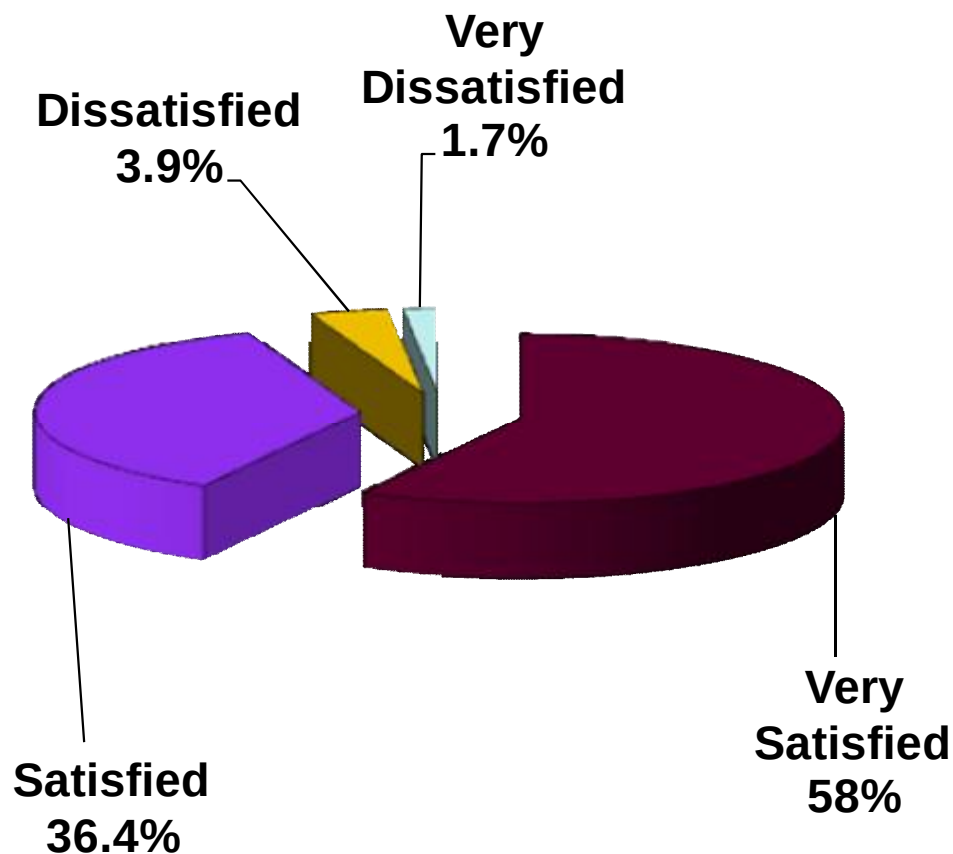


City Survey Results – October 2011

- 615 Creve Coeur residents were surveyed by The Warren Poll in October 2011.
- The purpose of the survey was to measure citizen satisfaction with city services as well as opinions on major topics.

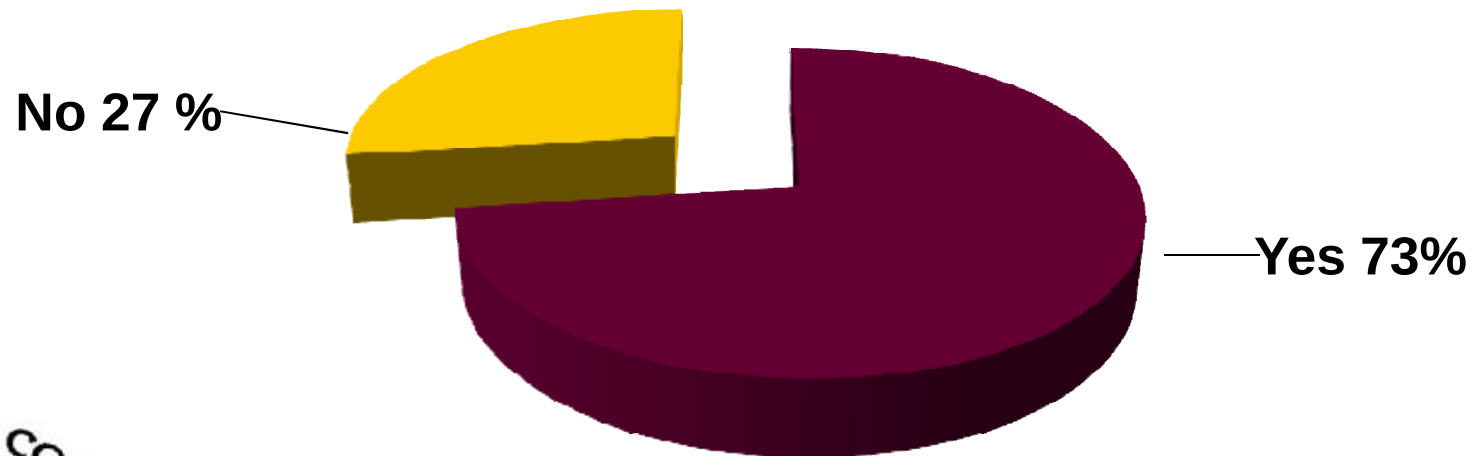


How satisfied are you with the city's current trash pick-up service?



City Survey – October 2011

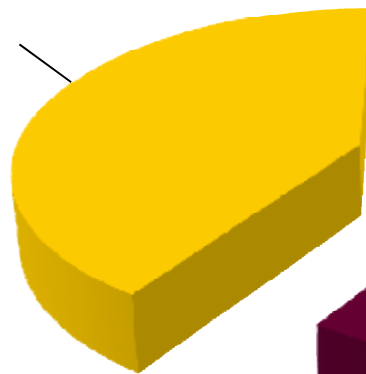
Are you aware that the city provides trash pick up at the rear at no cost?



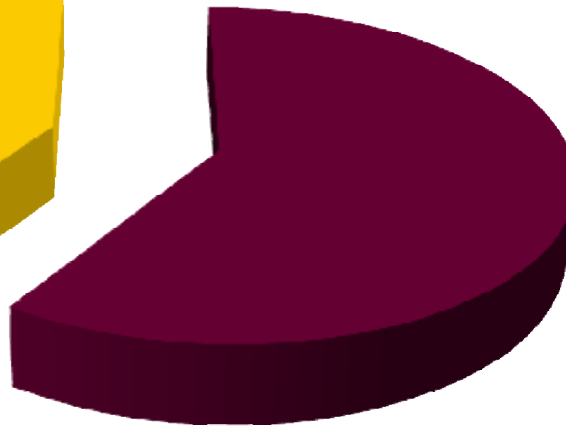
City Survey – October 2011

Do you place your trash at the rear or at the curb?

Rear Yard
40.7%



Curbside
59.3%



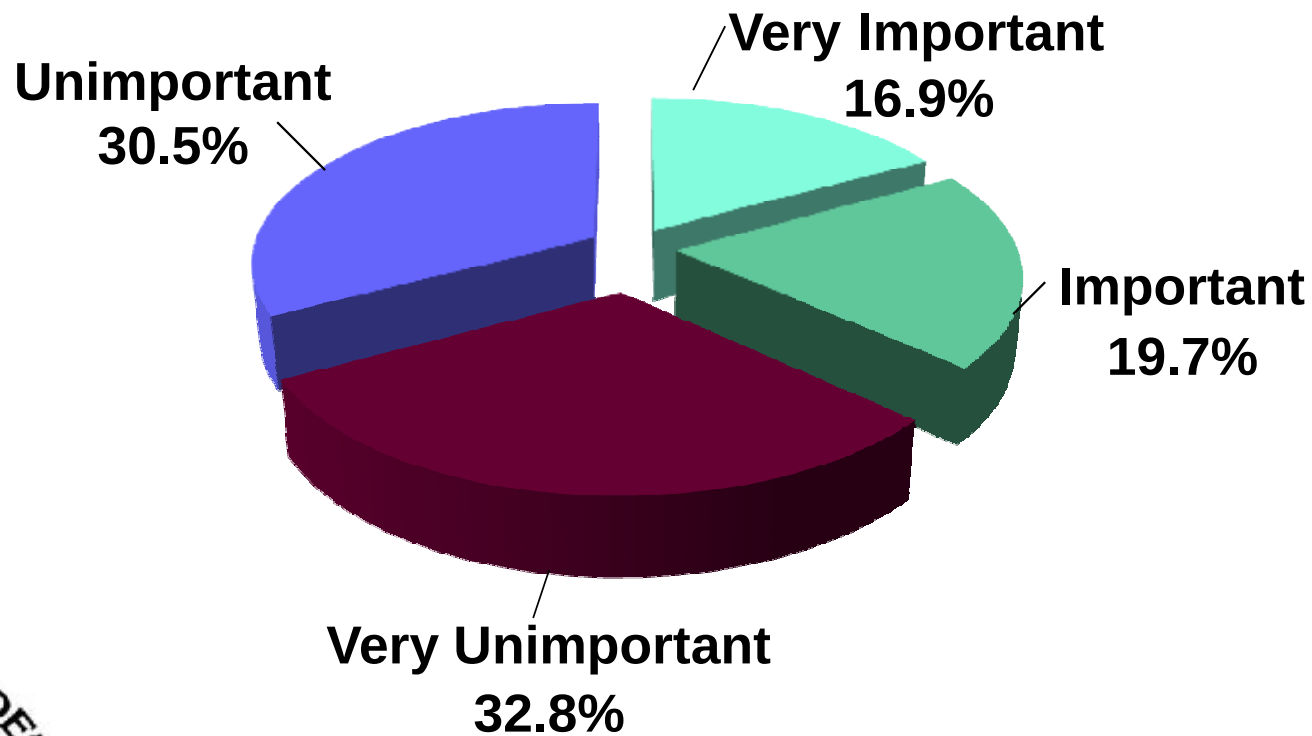
City Survey – October 2011

“Knowing that rear yard trash service is more costly than curbside trash service and that the city may not be able to continue free rear yard trash service indefinitely, how important is it to you that free rear yard trash service is continued?”



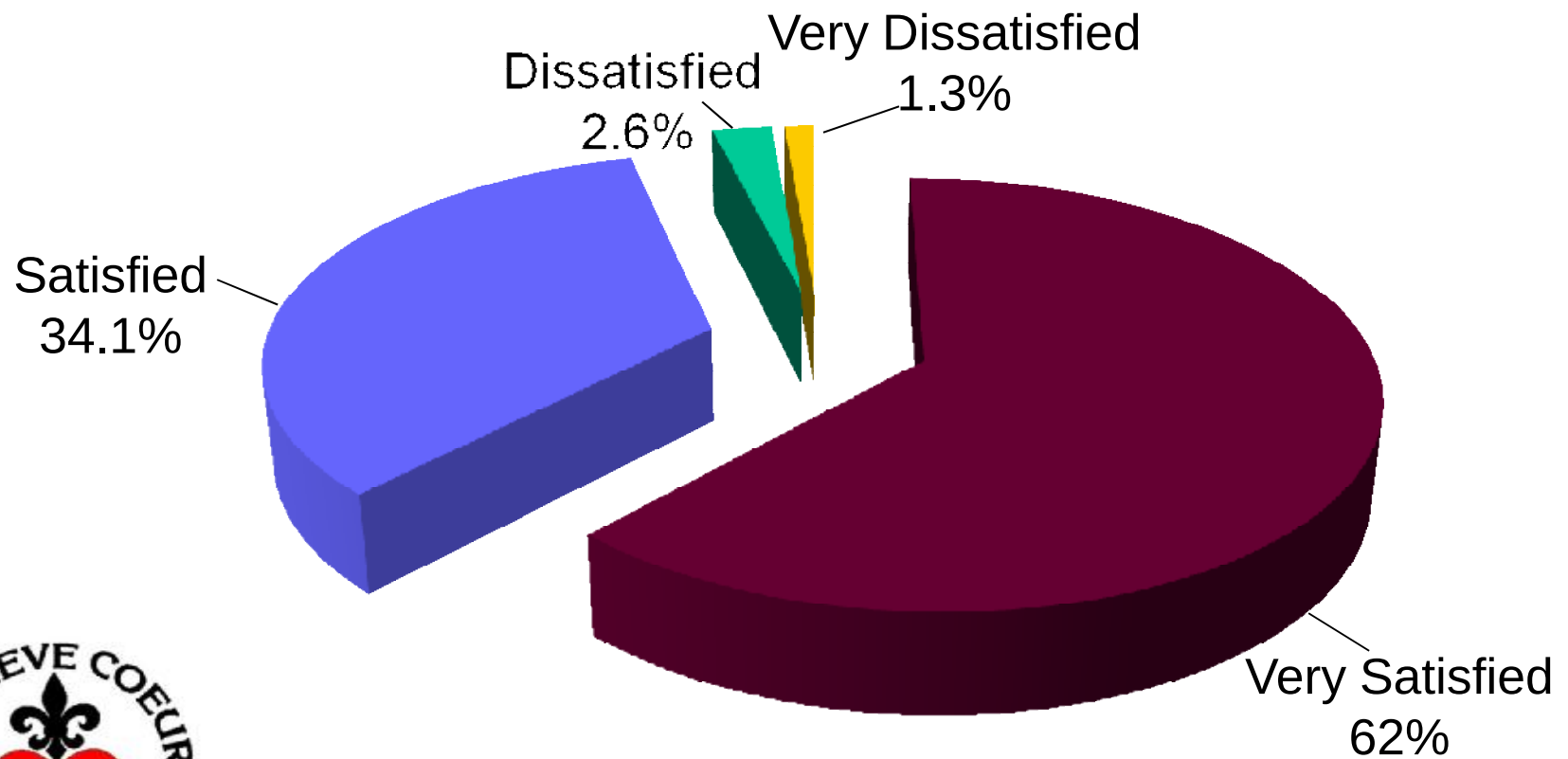
Citywide

Importance of Free Rear Yard Trash Service



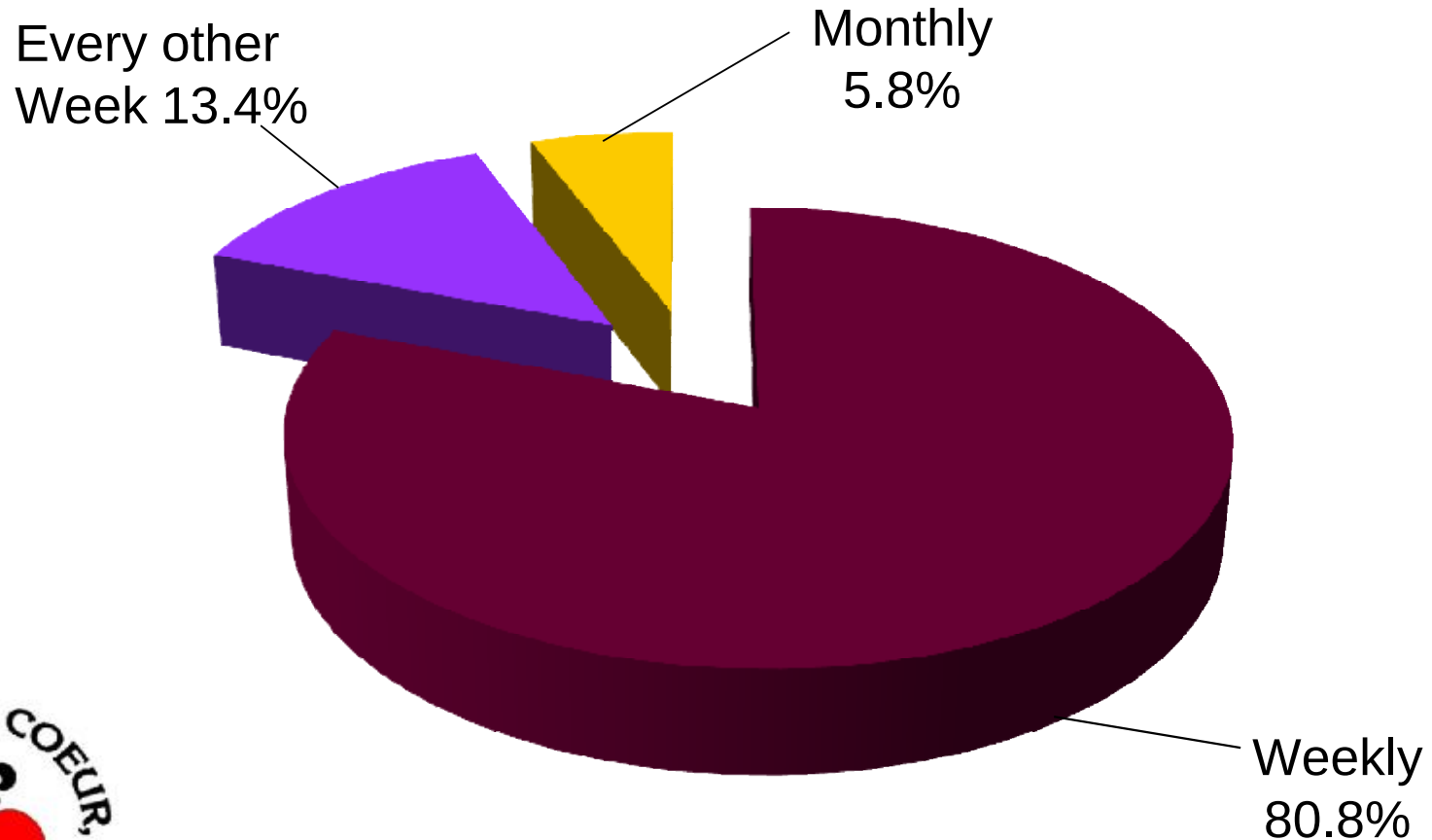
14

Are you satisfied with the recycling service?

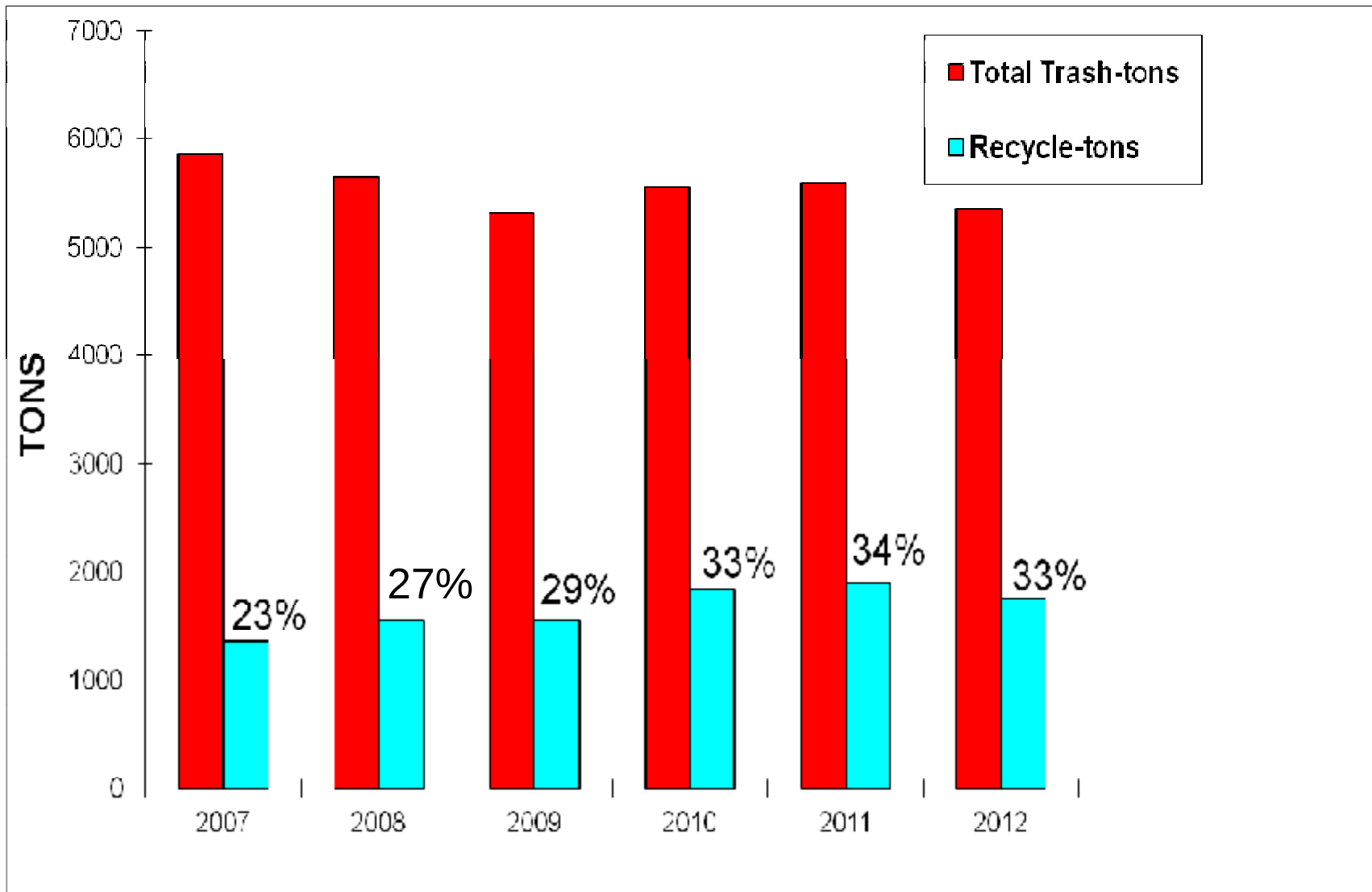


15

How often do you typically use the recycling program?



Creve Coeur Recycling Data



Rear Yard vs. Curbside Trash Collection Cost Comparison

<u>Pick-up Location</u>	<u>*Monthly Cost per Household</u>	<u>*Annual Citywide Cost</u>
Rear Yard	\$16.62	\$ 1,001,189
<u>Curbside</u>	<u>\$10.69</u>	<u>\$ 643,966</u>
Cost Difference	\$ 5.93	\$ 357,223

* Prices Based on FY2014 Contract Prices



Service Comparison

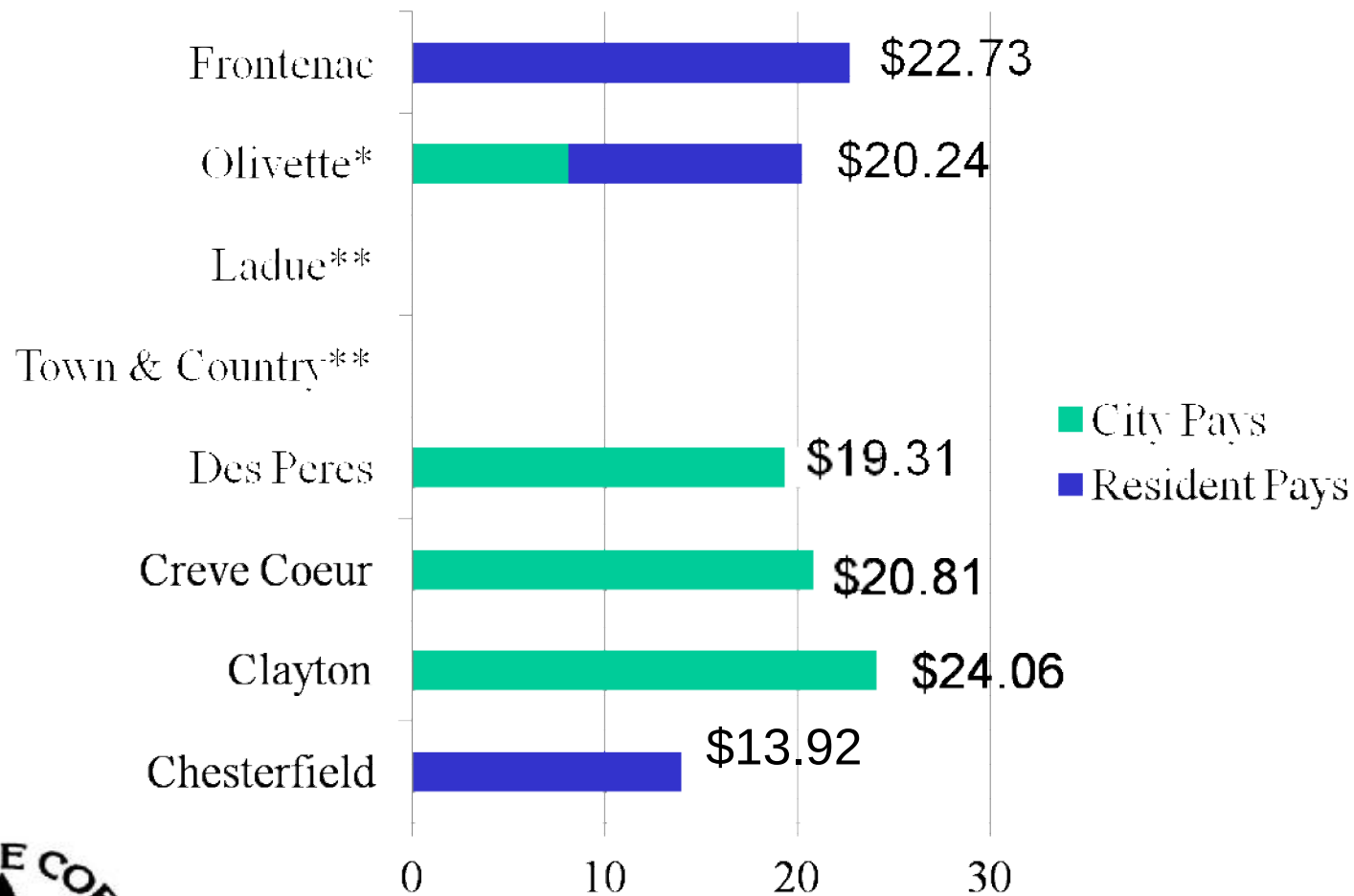
<u>City</u>	<u>Basic Service</u>	<u>Billed To:</u>	<u>Cost</u>
Frontenac	Rear Yard	Resident	\$ 22.73
Olivette	Curbside	City/Resident	\$ 20.24
Town & Country	Service Varies*	Resident	Unknown
Ladue	Service Varies*	Resident	Unknown
Des Peres	Curbside**	City	\$ 19.31
Creve Coeur	Rear Yard	City	\$ 20.81
Clayton	Rear Yard	City	\$ 24.06
Chesterfield	Curbside	Resident	\$ 13.92

* Resident contracts directly with hauler, services vary. Prices unknown.

** Des Peres offers a rear yard upgrade for \$15 per month- paid for by resident.



Basic Service Monthly Cost Comparison



*City pays 40% (\$8.10), Resident pays 60% (\$12.14)

**Resident contracts directly with hauler for trash and recycle services, prices unknown.

Pros & Cons: Rear Yard

Pros

- Convenience to residents.
- Improved aesthetics (no trash can at the curb).
- Beneficial to residents with limited physical abilities.
- Allows for a personal relationship between hauler and resident.

Cons

- City paying for superior service which a majority of residents don't use.
- Haulers walking through back yards from house to house.
- Inefficient means of collecting trash.
- Negative impact on environment (trucks idling while hauler collects from rear yard).
- Service least used by residents (results of 2011 Citizen Survey).
- More expensive method of trash collection.



Pros & Cons: Curbside

Pros

- Allows for automated pickup which is an efficient method of collection.
- Improved impact on environment (collection occurs in seconds).
- Service most used by residents (results of 2011 Citizen Survey).
- More economical method of trash collection service.
- Uniform look due to issuance of trash totes by hauler at the curb for collection

Cons

- Reduced aesthetics (trash cans at the curb on pick up day).
- Less convenient for residents.



Timeline for New Contract

(1 of 2)

March-April 2013

- Met with HEB Committee to Discuss New Contract Options
- Research Other Cities
- Met with Potential Bidders

May-July 2013

- Conduct Public Meetings
- Discuss Resident Input and Contract Options with Council
- Prepare Bid Documents Based on Resident Input and Council Approval



Timeline for New Contract

(2 of 2)

August-October

- Bid Trash and Recycling Services
- Evaluate Submitted Bids
- Submit Options to City Council

November-June

- Council Approves Contracts
- Execute Contracts
- Order and Deliver New Toters

July 1st 2014

- Begin New 5-year Contract





Questions & Comments



25