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**AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Tuesday, November 12, 2013
7:30 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

However, the regularly scheduled meeting for Monday, November 25, 2013 will begin at 7:30 p.m. due to an extended joint work session with the Historic Preservation Committee.

1. CONSENT AGENDA

a. Council Minutes dated October 28, 2013

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated November 7, 2013 in the amount of \$160,405.20 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5458 - An Ordinance Amending Section 405.120, Definition Of Terms, Of The Creve Coeur Zoning Ordinance To Clarify The Included Floor Area In The Definition Of Floor Area Ratio. Final Reading and Passage

Summary: An application by the City of Creve Coeur was submitted for an amendment to Section 405.120, Definition of Terms, of the Creve Coeur Zoning Ordinance to clarify the included floor area in the definition of Floor Area Ratio (FAR). The Planning and Zoning Commission recommended approval on October 21, 2013.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

NEW BUSINESS

- 3. Bill No. 5459 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 8th Day Of April, 2014, For The Election Of One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. First Reading**

Summary: Annual ordinance to allow the City to hold an election in April.

- 4. Resolution No. 1087 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of A Five-Year Agreement With Allied Services, LLC DBA Republic Services Of Bridgeton To Provide Trash, Recycle, And Yard Waste Collection Services For Single Family Residential Properties And Condominiums In The City Of Creve Coeur For An Estimated Annual Amount Of \$815,321 In The First Year.**

Summary: The City's Horticultural, Environment and Beautification (HEB) Committee has recommended approval of a five - year contract with Republic Services to provide trash and recycle services for single family residential properties and condominiums. The contract provides for curbside trash service with a rear yard option for residents.

- 5. Resolution No. 1088 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Amending The Streetlight Policy Of The City As Set Forth In Resolution No. 439 And Approving Installation Of Streetlights In The Fairways Subdivision.**

Summary: Some subdivisions are seeking installation of streetlights. Current policy requires them to pay for installation directly to Ameren, before City will accept the lights. That process does not work anymore. Resolution proposes allowing City to accept deposit from subdivision and make payment for installation. Subdivisions would still have to pay in full. Lights in Fairways subdivision would be approved on this basis.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Tuesday, November 12, 2013
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BUSINESS FROM THE MAYOR and CITY COUNCIL

6. Tree Preservation

Summary: Council Member Kreuter has requested discussion of this matter, following concerns expressed by a citizen about tree removal occurring at 571 Graeser Road as part of a residential tear down / re-build project.

BUSINESS FROM CITY ADMINISTRATOR

7. Food Truck Legislation Update

Summary: City staff has developed a plan to provide for regulation and licensing of food trucks, based on prior research and feedback from the City Council.

8. First Quarter FY 2014 Financial Analyses

Summary: Results for the 1st quarter of FY 14 for the General and Municipal Enterprise Funds.

9. December Meeting Schedule

Summary: The City Council typically cancels the 2nd meeting in December.

10. Executive Session

Summary: Requested for attorney-client communications, personnel, real estate and litigation.

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 11/8/2013
Deborah Ryan, MPCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, October 28, 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, October 28, 2013.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mayor Glantz	Mayor
Mr. Kreuter	Council Member Ward I
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
Mr. Saunders	Council Member Ward IV

* - Absent – Council Members Kramer and Rhoades

COMMENTS FROM THE GENERAL PUBLIC

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

Robert Kent resident of 13084 Fern Trails Lane read and submitted a statement for the record.
(Exhibit A)

George Cibulka resident of 808 Fern View stated he wants to keep rear yard trash service and requested the addition of sidewalks and crosswalks on Olive Blvd for pedestrian safety.

Mel Klearman resident of 739 Bergerac Drive stated he would like to see more growth in Creve Coeur.

ACCEPTANCE OF AGENDA

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

Council Member Kreuter – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye



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Council Member Hoffman – Aye
Council Member Lawrence – 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

However, the Creve Coeur Government Center will be closed on Monday, November 11, 2013 in observance of Veteran's Day. The regularly scheduled Council meeting will be held on Tuesday, November 12, 2013.

1. CONSENT AGENDA

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

a. Council minutes dated October 14, 2013

b. Resolution No. 1085 - A Resolution for the Approval Of Distribution Of Domestic Violence Funds For The Year 2014

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 Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – 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 October, 22, 2013 in the amount of \$262,601.23 has been provided for Council review. No vote is required.



MINUTES
CITY COUNCIL MEETING
Monday, October 28, 2013
7:00 PM

UNFINISHED BUSINESS

2. Bill No. 5456 - An Ordinance Amending The Official Zoning Map Of The City Of Creve Coeur To Rezone Property Addressed As 10360 And 10420 Old Olive Street Road From GC (General Commercial) District To CB (Core Business) And Approving A Conditional Use Permit For A Multi-Family Development Exceeding 20 Dwelling Units Per Acre On The property Addressed As 10360 Old Olive Street Road. Final Reading and Passage

City Clerk read Bill No. 5456 for the final time.

Council member Saunders moved, seconded by Council Member Lawrence to approve Bill No. 5456.

David Braswell of Covington Realty Partners of 135 N. Meramec Ave made a follow up presentation regarding the application and reviewed some improvements.

Council Member D'Alfonso asked if there is funding for the more creative bus shelter.

Mr. Braswell stated correct.

Council Member Saunders stated streetscape will be important in this area because we want to encourage pedestrian traffic. The notion of the bus shelter is a great idea. In looking at the bus routes, there are two very major routes that run on Old Olive. Council Member Saunders stated since the last meeting he has been thinking about the importance of developing a consistent look area in terms of the sidewalk and streetscape and how important that actually is to tie into the previous requirements closer to Olive.

Mr. Braswell stated there is a strip of stamped concrete that comes from the west and forms the crosswalk. It will be installed on the right of way, which will have to be acceptable to MoDOT.

Paul Langdon stated he would not recommend again using stamped concrete on a pedestrian sidewalk, but tinting could make it more recognizable. Going from a sidewalk to a new project is the opportunity to make that break. Continuation of a theme to the extent that we are looking at other projects in the same area trying to grow the Pavilion and commerce in that area. It is a reasonable approach.

Council Member Lawrence asked about the size of the sidewalks in the area.

Paul Langdon stated it will be a six foot sidewalk.

Paul Langdon stated applicant has submitted an improved landscaping plan. Trees on the adjacent property are an asset to the project as well as the adjacent property. Staff has



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proposed alternative language to the Bill for Council consideration regarding the improved bus shelter.

Council Member Saunders asked who will be responsible for maintenance of the shelter.

Paul Langdon stated that is a good question and maintenance could be the responsibility of the adjacent property owner and should be added to the language of the Bill.

Council Member D'Alfonso asked if this zoning is not approved, can a three-story office building be proposed and approved for this site.

Paul Langdon stated yes.

Paul Langdon stated staff has received a protest petition against this application from the trustees of Carriage House Two, which is only one of the two buildings. Protest petitions are valid when it represents the owners of thirty percent of the land within 185 feet of the rezoned area. One building on its own represents approximately 15 percent of the area and certainly not the 30 percent required.

Mayor asked if the petition is valid or not.

Paul Langdon stated it is the trustees of the condominium and it may be a valid petition but it would require additional investigation.

Mayor Glantz asked what does a protest petition require the city to do.

Paul Langdon stated it would lead to a super majority vote in favor of the project from Council for approval.

Elizabeth Link resident of 920 Guelbreth read and presented a statement for the record.
(Exhibit B)

Linda Rezny resident of 104 Graeser Acres stated this application is a request for rezoning and a conditional use. This is asking Council Members to approve something special, not ordinary but special and exceptionally large. This is bigger than what could be constructed there.

Mr. Braswell stated property value issues arose from the 2008 decline in the real estate market and the theory is that the proposed development would continue to depreciate the values and can't address that as there is no factual information regarding this.

Lee Cannon of Crawford, Bunte and Brammeier stated a traffic study was completed on March 18, 2013 and there were no concerns on the capacity for this site. MoDOT only resignals intersections with current or present traffic conditions and not on assumed conditions.



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Paul Langdon stated it is important to note that all of the occupants of the apartments are not going to leave at the same time. This development and the proposed development will add very little additional traffic.

Council Member Saunders moved, seconded by Council Member Hoffman to substitute Bill No. 5456 with the proposed Bill as provided by staff with an additional addendum to Section 3.3 to indicate that maintenance of the transit shelter should be the responsibility of the property owner.

Paul Langdon stated with the clarification that it includes the additional language with the approval and recommendation of Planning and Zoning Commission of the design of the transit shelter and landscape.

Council Member Saunders moved, seconded by Council Member Hoffman to include comments by Paul Langdon, Community Development Director.

Mayor Glantz called the question to accept the substitute bill including the comments by Paul Langdon regarding Planning and Zoning approval and recommendation and addendum to Section 3.3, with the vote upon the motion being as follows, to-wit:

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

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

Carl Lumley asked for clarification about the Old Olive frontage design and asked if that is in addition to the October 9, 2013 version or is that included in the October 9, 2013 version?

Paul Langdon stated it is entirely new version.

Carl Lumley suggested Council add a reference to Condition 1, with the changes presented on October 28, 2013.

Council Member Kreuter moved, seconded by Council Member D'Alfonso to amend Condition 1, the acceptance of the new landscaping plan dated October 28, 2013, with the vote upon the motion being as follows, to-wit:

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



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Council Member Hoffman – Aye
Council Member Saunders – Aye

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

Mayor Glantz called to question the approval of Bill No. 5456 as amended, with the vote upon the motion being as follows, to-wit:

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

The vote on the motion being 6 ayes and 0 nays, motion carried. Amended Bill No. 5456 becomes Ordinance No. 5340.

NEW BUSINESS

3. Bill No. 5458 - An Ordinance Amending Section 405.120, Definition Of Terms, Of The Creve Coeur Zoning Ordinance To Clarify The Included Floor Area In The Definition Of Floor Area Ratio. First Reading

City Clerk read Bill No. 5458 for the first time.

Paul Langdon gave a brief presentation regarding this application from staff. Mr. Langdon stated there will be no change in practice but rather a change in text alone.

4. Resolution No. 1086 - A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Early Optional Redemption of the City's Special Obligation Bonds, Series 2004.

City Clerk read Resolution No. 1086.

Council Member Saunders moved, seconded by Council Member Hoffman to approve Resolution No. 1086.

Dan Smith stated in the 2014 budget there are funds allocated to retire the Millennium Park Debt and the first date in which the debt can be called is January 1, 2014. After the debt service payment is made in January the remaining balance of the debt is \$3.3 million and there is a reserve fund of \$700,000 which can be cashed in to offset the payment. The remaining net payment will be \$2.6 million. Dan Smith reviewed all options available and stated after research and several opinions of experts in the field; staff feels the recommended course of action is to retire the Bonds using the existing balance.



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Mark Perkins stated under the current CIP additional funds were allocated for street repairs over the next several years. And that was in anticipation of the additional funds being freed up as a result of the pay down.

Robert Kent resident of 13084 Fern Trails Lane read and presented a statement for the record. (Exhibit C)

Mark Perkins stated the Council does accept an ordinance every year that does restrict transfers of funds unless the budget is amended. Those restrictions do apply on an annual basis. A number of the city's funding sources that come in the General Fund are absolutely appropriate for Capital type of expenditures.

Mayor Glantz called the question to approve Resolution No. 1086, with the vote upon the motion being as follows, to-wit:

Council Member D'Alfonso – Aye
Council Member Kreuter – 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.

APPOINTMENTS

5. Appointments to Various Boards, Committees and Commissions

Mayor Glantz stated the Nominating Committee met and made recommendations to fill vacancies on five boards, committees and commissions.

Council Member Hoffman requested that Parks and Recreation be voted on separately.

Council Member Hoffman moved, seconded by Council Member Saunders to accept the recommendations of the Nominating Committee and appoint the following members:

Stormwater Committee

Appoint **Laura Cantalano** to fill an unexpired term, which expires June 30, 2016

Planning and Zoning Commission

Appoint **Tim Carney** to fill an unexpired term, which expires June 30, 2014



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Arts Commission

Appoint **Christine Faron** to fill an unexpired term, which expires June 30, 2014

Economic Development Commission

Appoint **Sekhar Probhakar** to fill an unexpired term, which expires June 30, 2016

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 Kreuter – Aye
Council Member D'Alfonso – Aye

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

* - Council Member Hoffman recused himself from the dais.

Council Member Saunders moved, seconded by Council Member Wang to accept the recommendation of the Nominating Committee and appoint David Hoffman to fill an unexpired term, which expires June 30, 2014 to the Parks and Recreation committee, 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 Saunders – Aye
Council Member Lawrence – Aye

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

* - Council Member Hoffman returned to the dais.

BUSINESS FROM THE MAYOR and CITY COUNCIL

6. Citizen of the Year Nominees

Council Member D'Alfonso stated she would like to see letters be sent to those citizens that were nominated for the Citizen of the Year award and that were not awarded as it is an honor to be nominating. People like to be recognized.

Council agreed.



MINUTES
CITY COUNCIL MEETING
Monday, October 28, 2013
7:00 PM

BUSINESS FROM CITY ADMINISTRATOR

7. Installation of Solar Panels at the Dielman Center

Jim Heines stated the city was approved by Microgrid Solar regarding a lease opportunity for solar panels to be installed at the Dielman Center on the south face to help offset the energy bills. This will be a five year lease with annual payments of \$2,000. The offset of the energy savings is greater than \$2,000. Planning and Zoning Commission has been made aware of the change to the building and they approved.

Council Member Saunders asked when the panels are removed from the building, who will be responsible for the restoration of the roof.

Jim Heines stated Microgrid will.

Council Member Lawrence asked who will be responsible for carrying the insurance for the solar panels.

Jim Heines stated the working condition of the panels is guaranteed against hails, wind, etc and no additional insurance is required on the city's part.

Council Member Lawrence asked if this will affect the remodel.

Mark Perkins stated no.

Council Member Kreuter moved, seconded by Council Member Hoffman to go into Executive Session to discuss attorney - client matters at 8:36 p.m., 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 D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

Council Member Saunders moved, seconded by Council Member D'Alfonso to adjourn Executive Session at 8:45 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 D'Alfonso - Aye



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Council Member Kreuter- Aye

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

Council Member Saunders moved, seconded by Council Member Hoffman to adjourn at 8:47 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 Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor



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

DATE: November 7, 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 November 7, 2013 in the amount of \$160,405.20



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00234		396841	14-Oct-13	ED. ROEHR SAFETY PRODUCTS	MAG BAT & CART FOR TASERS	01-00-00-2411	488.90
02074		102513	25-Oct-13	GROUP, LLC	REFUND O/P BUSINESS LIC FEE	01-00-00-4402	20.00
02081		101713	17-Oct-13	GREENBERG, JOHN	SEWER LATERAL REPAIR REIMB	02-00-00-1901	2,356.00
00364	P001595	1180177-IN	28-Oct-13	GULF STATES DISTRIBUTORS	.40 CAL PRACTICE AMMO	01-00-00-2411	1,036.00
02078		101813	18-Oct-13	KASTNER, MAURICE	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,762.40
02082		110413	04-Nov-13	LUETKEMEYER, PATRICK	SEWER LATERAL REPAIR REIMB	02-00-00-1901	2,680.00
00116		9549	25-Oct-13	SAM'S CLUB	PRISONER MEALS	01-00-00-2410	80.32
02077		102513	25-Oct-13	WINTRUST MORTGAGE	REFUND O/P BUSINESS LIC FEE	01-00-00-4402	60.00
Sum of Invoices							8,483.62



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00137		101413	14-Oct-13	CREVE COEUR PARKS & REC	2013 C/C GOLF TOURNAMENT	01-11-12-7315	563.86
02083		C0012572	18-Oct-13	GENERAL CODE	6 MONTHS MAINT ELECTRONIC CODE	01-11-13-6203	<u>180.00</u>
Sum of Invoices							743.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120		103113	31-Oct-13	ASI	ADMIN FEES-FLEX ACCT-OCT 2013	01-12-11-6203	186.80
01447	P001708	19402	28-Oct-13	DIVERSIFIED PRINTING INC	PRINTING OF NOVEMBER 13 NEWSLE	01-12-11-6203	1,058.00
01997		8153263	31-Oct-13	EQUIFAX INFORMATION SERVICES	CREDIT SERVICE	01-12-11-6202	29.86
00053		104120	18-Oct-13	MERCY CORPORATE HEALTH	D.O.T. TESTING	01-12-11-6271	45.00
00053		104119	18-Oct-13	MERCY CORPORATE HEALTH	D.O.T. TESTING	01-12-11-6271	45.00
00355		83867	19-Oct-13	ONTIME EXPRESS, INC.	COURIER SERVICE	01-12-11-6202	21.43
01262	P001695	29141	16-Oct-13	SPECIALTY MAILING	HANDLING FEE-NOVEMBER 13 NEWSL	01-12-11-6203	225.15
Sum of Invoices							1,424.44



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00007		379-625466	28-Oct-13	BATTERIES PLUS - 270	UPS BATTERIES	01-12-51-6213	67.78
00070		I131017259	17-Oct-13	TECH ELECTRONICS	FIBER LINES BETWEEN ICE&GOVT CTR	01-12-51-6213	260.00
Sum of Invoices							327.78



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00016		101513	15-Oct-13	COLLECTOR OF REVENUE	SALES TAX REPORT-NOVEMBER 2013	01-13-11-6202	20.00
Sum of Invoices							20.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050		INV0031660	15-Oct-13	REJIS	SUBSCRIPTION FEES-OCT 2013	01-13-14-6202	1,989.40
						<i>Sum of Invoices</i>	<i>1,989.40</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00255		31-	30-Oct-13	EMPLOYMENT SECURITY	UNEMPLOYMENT INSURANCE	01-13-15-5244	960.00
00045		679106423001	17-Oct-13	OFFICE DEPOT	STAPLE CARTRIDGE, HANGING FLDR	01-13-15-7312	21.68
00077		6494685	17-Oct-13	QUILL	TONER	01-13-15-7312	151.18
01169		3212563752	19-Oct-13	STAPLES ADVANTAGE	TONER-P.D.	01-13-15-7312	150.66
01169		3212563750	19-Oct-13	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	412.21
01169		3212563751	19-Oct-13	STAPLES ADVANTAGE	TONER-DET. OFFICE	01-13-15-7312	306.59
						<i>Sum of Invoices</i>	<i>2,002.32</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00116		1797	29-Oct-13	SAM'S CLUB	OFFICE CHAIR	01-14-11-7304	79.86
						<i>Sum of Invoices</i>	79.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01644		97500	18-Oct-13	AA KEY & LOCK SERVICE	KEYS FOR NEW STAFF	06-14-31-7304	48.75
01550		452-6697264	29-Oct-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (10/29/13)	06-14-31-7301	0.88
01550		452-6671311	22-Oct-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (10/22/13)	06-14-31-7301	0.88
01550		452-6697264	29-Oct-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/29/13)	06-14-31-7308	3.96
01550		452-6671311	22-Oct-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/22/13)	06-14-31-7308	3.96
00080		082713	27-Aug-13	DIERBERGS	SNACKS FOR STAFF TRAINING	06-14-31-7304	5.99
00082		0765298	22-Oct-13	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	204.47
00711		328722131	18-Sep-13	TERMINIX	PEST CONTROL SERVICE	06-14-31-6212	34.00
Sum of Invoices							302.89



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00117		9024492	01-Nov-13	HOME DEPOT	2-CYCLE OIL	06-14-32-6211	29.70
00117		9024492	01-Nov-13	HOME DEPOT	TREE FELLING ROPE	06-14-32-6212	100.00
00040		819520	17-Oct-13	MILBRADT	BAR OIL FOR CHAINSAW	06-14-32-6211	8.99
00040		820109	29-Oct-13	MILBRADT	SPARK PLUG	06-14-32-6211	4.01
00040		819901	24-Oct-13	MILBRADT	CHAIN FOR POLE SAW	06-14-32-6211	16.20
00116		2196	29-Oct-13	SAM'S CLUB	MOTOR OIL	06-14-32-6211	53.76
00116		2196	29-Oct-13	SAM'S CLUB	CLOCK, BATTERIES, FORKS, KNIFE	06-14-32-6212	94.78
00173		IN115322	16-Oct-13	SUPREME TURF PRODUCTS	FUNGICIDE FOR GREENS	06-14-32-7303	180.00
01479		1895	27-Sep-13	TURFWERKS	WHEEL & TIRE	06-14-32-6211	185.45
01479		1875	26-Sep-13	TURFWERKS	SPACER SEAL	06-14-32-6211	20.96
01479		1932	07-Oct-13	TURFWERKS	STEERING WHEEL	06-14-32-6211	260.09
01479		1732	11-Sep-13	TURFWERKS	CHAINS FOR ROLLER	06-14-32-6211	44.02
00311		1657857	23-Oct-13	WEBER CHEVROLET	ROTOR & CAP FOR 1990 DUMP TRK	06-14-32-6210	37.85
						<i>Sum of Invoices</i>	<i>1,035.81</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00116		9488	24-Oct-13	SAM'S CLUB	GENERAL SUPPLIES	06-14-33-7304	20.67
00711		328722131	18-Sep-13	TERMINIX	PEST CONTROL SERVICE	06-14-33-6212	34.00
Sum of Invoices							54.67



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6697264	29-Oct-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (10/29/13)	06-14-34-7301	3.58
01550		452-6671311	22-Oct-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (10/22/13)	06-14-34-7301	3.58
00086		310240450	24-Oct-13	SYSCO FOOD	FOOD FOR RESALE	06-14-34-8315	286.48
00116		9488	24-Oct-13	SAM'S CLUB	FOOD FOR RESALE	06-14-34-8315	47.87
00080		7787-174-5	25-Oct-13	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	47.39
00080		0520-184-5	31-Oct-13	DIERBERGS	COFFEE FOR RESALE	06-14-34-8316	17.77
00084	P001700	3878355206	24-Oct-13	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	725.89
00084	P001700	3878355206	24-Oct-13	COCA-COLA	PAPER PRODUCTS	06-14-34-8317	56.65
00001		207413	21-Oct-13	GREY EAGLE	MILK FOR RESALE	06-14-34-8317	31.20
00086		310240450	24-Oct-13	SYSCO FOOD	SNACKS FOR RESALE	06-14-34-8319	202.51
00116		9488	24-Oct-13	SAM'S CLUB	SNACKS FOR RESALE	06-14-34-8319	31.77
00086		310240450	24-Oct-13	SYSCO FOOD	PAPER PRODUCTS	06-14-34-8321	215.44
00116		9488	24-Oct-13	SAM'S CLUB	PAPER PRODUCTS	06-14-34-8321	8.48
Sum of Invoices							1,678.61



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00125		303042-01	18-Oct-13	LEON UNIFORM	(2) DUTY BADGE CASES	01-21-11-7306	64.98
00125		303897	17-Oct-13	LEON UNIFORM	(10)SGT AND (10)LT SOFT BADGES	01-21-11-7308	79.00
00125		303896	17-Oct-13	LEON UNIFORM	(100) PD SGT CHEV	01-21-11-7308	125.00
00053		102596	18-Oct-13	MERCY CORPORATE HEALTH	2ND DOSE HEP B-COLEMAN	01-21-11-6271	68.00
00050	P001698	INV0031661.	15-Oct-13	REJIS	SUBSCRIPTION FEES-OCT 2013	01-21-11-6202	4,030.39
00050	P001697	INV0031661...	15-Oct-13	REJIS	CHARTER FIBER 5.0M CONNECTION	01-21-11-6202	855.00
00050	P001699	INV0031661..	15-Oct-13	REJIS	GLOBAL SOFTWARE FEE-OCT 2013	01-21-11-6213	1,102.50
00050		INV0031661	15-Oct-13	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050		INV0031661	15-Oct-13	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050		INV0031661	15-Oct-13	REJIS	CISCO ASA 5505 MAINTENANCE	01-21-11-6202	20.77
00050		INV0031661-1	15-Oct-13	REJIS	3RD QTR SUB FEE 5% REBATE	01-21-11-6202	-604.56
00050		INV0031662	16-Oct-13	REJIS	(1) FRID BADGE	01-21-11-6213	7.50
00050		INV0031662	16-Oct-13	REJIS	VPN TOKEN-MOBILE AUTHENTICATIO	01-21-11-6253	312.00
Sum of Invoices							6,131.58



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00970		1852-386702	25-Oct-13	O'REILLY AUTO PARTS	WIPER BLADES FOR CAR 2426	01-21-21-6210	15.28
00050		INV0031661	15-Oct-13	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
Sum of Invoices							25.78



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00669		243389	16-Oct-13	APPLIED CONCEPTS-STALKER RADAR	REPAIR RADAR UNIT	01-21-22-6211	155.00
00007		379-624775	10-Oct-13	BATTERIES PLUS - 270	WALKIE BATTERY	01-21-22-6211	49.99
00234		396590	09-Oct-13	ED. ROEHR SAFETY PRODUCTS	SWITCHBOARD FOR SIREN BOX	01-21-22-6210	55.00
00096		135652	25-Oct-13	EVS	VARIOUS EQUIPMENT REPAIRS	01-21-22-6210	69.95
00697	095-PO-1445098		31-Oct-13	FICO, GRACE	VGA CABLE FOR TRIVIA NIGHT	01-21-22-7314	24.99
00094		167935	14-Oct-13	FIRESTONE	CAR 2409 FRONT BRAKES, 3000 ML	01-21-22-6210	412.97
00094		168150	21-Oct-13	FIRESTONE	CAR 2408 3000 ML SERVICE	01-21-22-6210	22.99
00094		168377	30-Oct-13	FIRESTONE	CAR 2411 3000 MILE/2 TIRES INS	01-21-22-6210	51.87
00094		168412	30-Oct-13	FIRESTONE	CAR 2419 3000 MILE/AIR FILTER	01-21-22-6210	39.98
00094		168442	31-Oct-13	FIRESTONE	CAR 2424 3000 MILE SVS/AIR FIL	01-21-22-6210	39.98
00050	INV0031661		15-Oct-13	REJIS	14 VERIZON DATA LINES	01-21-22-6253	686.00
00266		251181	23-Oct-13	SUNTRUP	CHANGE TIRE & RESET TPMS SENS	01-21-22-6210	26.95
Sum of Invoices							1,635.67



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00213		103113-1	31-Oct-13	MCLAUGHLIN COURT REPORTING SERVICES, INC	CRT REPORTER-P&Z-2 PUB HRGS	01-32-11-6202	562.50
00213		101713-1	21-Oct-13	MCLAUGHLIN COURT REPORTING SERVICES, INC	CRT REPORTER-BOA-10/17/13	01-32-11-6202	150.00
00303		10436242	28-Oct-13	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-BOA	01-32-11-6260	41.76
00303		10436260	28-Oct-13	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-P&Z	01-32-11-6260	33.64
00303		10438201	30-Oct-13	MISSOURI LAWYERS MEDIA	PUB HEARING NOTICE-BOA	01-32-11-6260	52.20
Sum of Invoices							840.10



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/7/2013

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01934	P001710	REHAB	30-Oct-13	AMCON MUNICIPAL CONCRETE LLC	PAY #3-2013 RDWY REHAB PROJECT	02-61-71-9510-14602	88,843.95
01981	P001770	LADUE	13-Sep-13	E MEIER CONTRACTING	FINAL PAY-LADUE DWNS SUBD PATC	02-61-71-9510-14601	2,637.25
01908	P001633	GRAESER	29-Oct-13	GROVE DESIGN GROUP LLC	PAY #6-GRAESER RD RESURFACING	02-61-71-9510-13707	4,626.04
00880	P001624	MIDDLE	29-Oct-13	INTUITION & LOGIC	FINAL PAY-MIDDLEBRK/CHILTON CU	02-61-71-9509-13515	686.57
00880	P001767	LAKE/DAM	29-Oct-13	INTUITION & LOGIC	PAY #1 LAKE/DAM/CHANNEL REHAB	02-61-71-9509-14522	23,385.00
00100	P001701	2013	29-Oct-13	MISSOURI PETROLEUM	FINAL PAY-2013 MICRO SURFACE P	02-61-71-9510-14601	<u>13,450.00</u>
<i>Sum of Invoices</i>							<i>133,628.81</i>
Grand Total All Invoices							160,405.20

AN ORDINANCE AMENDING SECTION 405.120, DEFINITION OF TERMS, OF THE CREVE COEUR ZONING ORDINANCE TO CLARIFY THE INCLUDED FLOOR AREA IN THE DEFINITION OF FLOOR AREA RATIO

WHEREAS, an application by the City of Creve Coeur was submitted for an amendment to Section 405.120, Definition of Terms, of the Creve Coeur Zoning Ordinance to clarify the included floor area in the definition of Floor Area Ratio (FAR); and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to such definition in the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, October 21, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments at its meeting on Monday, October 21, 2013; and,

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

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

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

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

SECTION 1: The definition of the term "Floor Area Ratio" in Section 405.120, Definition of Terms, of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be deleted and a new definition of the term "Floor Area Ratio" shall be inserted in lieu thereof, as follows:

SECTION 405.120: DEFINITION OF TERMS

Floor Area Ratio: The sum of the gross leasable floor area of all commercial buildings and of all multi-family dwellings, and the dwelling unit floor area of all other residential buildings on any lot divided by the land area of such lots.

BILL NO. 5458

ORDINANCE NO. _____

SECTION 2: 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



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
#13-043 TEXT AMENDMENT TO CLARIFY THE INCLUDED FLOOR
AREA IN THE DEFINITION OF FLOOR AREA RATIO**

FOR THE MEETING OF: October 21, 2013

LOCATION: All zoning districts.

REQUEST: An application by the Zoning Administrator on behalf of the City of Creve Coeur, has been submitted for a text amendment to Section 405.120, Definition of Terms, to clarify that only the gross leasable floor area or, in a residence, the dwelling unit floor area is included in the calculation of the floor area ratio for commercial and residential properties, respectively.

ADDITIONAL INFORMATION: In commercial real estate gross leasable floor area is most commonly used and it excludes areas such as parking, and common service areas. In residential real estate, the "dwelling unit floor area" is used. This is the area that has been used historically in the city but staff found that an amendment in 2010 inadvertently created an ambiguity in the Zoning Code where the included floor area was no longer defined. This amendment seeks to correct that wording.

Key Issues:

- Consistency with accepted zoning practice.
- Consistency with the purposes of the Zoning Code.
- Consistency with the goals of the Comprehensive Plan.

Comp. Plan References

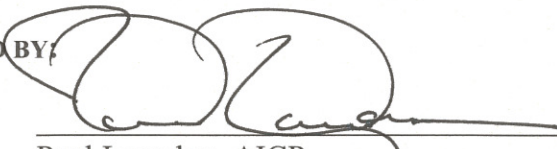
- All sections

Zoning Code References

- Section 405.120, Definition of Terms

APPLICANT: Paul Langdon
Director of Community Development
City of Creve Coeur
300 N. New Ballas
Creve Coeur, MO 63141

REPORT PREPARED BY:


Paul Langdon, AICP
Director of Community Development

10/17/2013
Date

ATTACHMENTS: Draft Ordinance

BACKGROUND AND SUMMARY OF REQUEST

In August 2013, the City Council received a recommendation from the Planning and Zoning Commission to approve application #13-024, a request to increase the maximum floor area ratio for properties zoned Planned Residential District (PRD) from 0.4 to 0.6. The floor area ratio (FAR) is defined in the Zoning Code, Section 450.210, Applicability and Definitions, as:

Floor Area Ratio: The sum of the floor area of all buildings on any lot divided by the land area of such lot.

Related definitions in the Code are that for “Gross Leasable Floor Area:”

Gross Leasable Floor Area: As employed in this Chapter, the total interior floor area of a building or structure measured at the inside face of the exterior walls but excluding stairwells, lobbies, common corridors and other non-leasable circulation area, elevator shafts, parking structures and space occupied by mechanical equipment or space related to the operation and maintenance of the building as well as that floor surface covered by walls or partitions enclosing these common areas or elements of a building.

And Dwelling Unit Floor Area:

Dwelling Unit Floor Area: The total interior floor area of a dwelling measured at the inside face of the exterior walls but excluding cellars, basements, garages and balconies. For two-story homes, the dwelling unit size includes the first (1st) and second (2nd) story floor areas. For split foyer or split level homes, the dwelling unit size includes the floor area of each level that contains full size windows and/or exterior doors not requiring ladders nor more than three (3) steps to reach ground level. Full-size windows must be at least five (5) square feet in size, at least twenty-four (24) inches high, at least twenty (20) inches wide and must have a sill height not more than forty-four (44) inches above the floor. For one and one-half (1½) or two and one-half (2½) story houses, the dwelling unit size includes the floor area for each full floor plus the floor area for that portion of the half story that has a ceiling height of at least five (5) feet.

A comparison of the definitions reveals that they are not interdependent and that is the concern for this amendment. As reported to the Council at the time of review of Application #13-024:

“A plain English reading [of the FAR definition] would appear to mean all floors of all things in all locations. In real estate and development, however, the gross leasable floor area definition dominates and is, it seems, the assumed meaning. For example, a review of the “Planners Dictionary” published by the American Planning Association (2004) finds six example definitions for “floor area” and all but one are synonymous with gross leasable floor area. Locally, the cities of Clayton, Brentwood (includes garages but not atriums or balconies), Chesterfield, Kirkwood (half of structured parking is included) and Town and Country all use forms of gross leasable floor area in their FAR calculations. Des Peres uses gross floor area while Richmond Heights and Maryland Heights do not regulate the FAR.”

Given that they are structurally similar to a multi-tenant/multi-story commercial building, the same analysis can be applied to multi-family dwellings. Further, a similar problem exists with small residential structures in as much as the FAR definition does not refer to the “Dwelling Unit Floor Area” definition either and this definition is analogous to gross leasable floor area since it also excludes non-habitable and service areas. To address this issue, Staff propose to amend the definition of FAR to make it clear that the floor area used in the calculation is the gross leasable floor area or dwelling unit floor area as already defined, to wit:

Floor Area Ratio: The sum of the gross leasable floor area of all commercial buildings and of all multi-family dwellings, and the dwelling unit floor area of all other residential buildings on any lot divided by the land area of such lots.
(underline indicates proposed new text)

ANALYSIS

Comprehensive Plan Analysis

Although the Comprehensive Plan does not generally speak to specific development standards, it does contain numerous recommendations for the City to pursue high quality development with adequate greenspace for the given area. A critical standard in preserving the desired proportion of greenspace is FAR, in conjunction with site coverage and building height, since it directly impacts the size of the building allowed. The FAR, in turn, is highly dependent upon the items included in the floor area. If the calculation includes every level surface in the development but the ratio is kept low, the productive, and often attractive, portion of the development will suffer at the expense of necessary items like parking garages, loading docks, store rooms and unfinished basements. At the other extreme are a high ratio and a floor area calculation that includes only leasable (productive) areas. This arrangement would result in much larger buildings that would probably be limited by site coverage and building height more than FAR. In Creve Coeur, currently, the ratios are generally low, but the floor area, as previously interpreted and proposed for codification by this amendment, would include only productive floor.

The proposed amendment does not impact the FAR standards currently in the Zoning Code since it does not change the numeric standards and would operate in the manner that has been in use since the Comprehensive Plan was written. To the extent that the ongoing standards are presumed to be in conformance with the Comprehensive Plan, one can conclude that the proposal is also consistent with the Plan since it makes no functional changes.

Zoning Code Analysis

One of the key factors in the City Council review of this matter, as it pertained to Application #13-024, was the implication for existing properties and the potential for more extensive revisions to the Zoning Code. It was the consensus of the Council that the simplest approach to the problem should be pursued which suggested that the FAR should continue to be calculated as it had been over time. This amendment adds only enough text to accomplish that clarification without creating non-conformities in the existing building stock, including single-family houses, and does not obligate the City to undertake any larger-scale revisions to the Code.

If there are concerns on the Commission that the FAR, as proposed, is not including enough built area of a given development, then the list of excluded areas under the definitions of gross leasable floor area and dwelling unit floor area should also be amended. It should be noted that substantial changes to that list will alter the development potential of any given lot, including single-family houses, and could result in existing properties becoming non-conforming for FAR.

CONCLUSION

Staff believe that the proposed wording change is the simplest and most accurate means to implement the Council's assessment of this issue and a draft text amendment ordinance is attached hereto. If any Planning and Zoning Commission members wish to broaden the range of

included spaces in the floor area calculation, then a prior motion to also amend the definition of “Gross Leasable Floor Area” or and “Dwelling Unit Floor Area” should also be made.

MOTION

If the Planning Commission believes the draft ordinance represents the most appropriate amendment to the FAR definition, then the following would be a suitable motion for this application:

“I move to recommend approval of an amendment to the definition of Floor Area Ratio as written in the draft ordinance attached to the staff report on Application #13-043, dated October 21, 2013.”

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.

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, OCTOBER 21, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair
Mr. Michael Barton
Mr. James Faron
Mr. Charles Pullium
Mr. Gene Rovak
Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, AICP, Director of Community Development
Ms. Whitney Kelly, AICP, City Planner
Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
4772 Gatesbury Drive
St. Louis, MO 63128
(314) 487-2259

1 CHAIRMAN MADDEN: Like to call to order the
2 Planning Zoning Commission Meeting for the City of Creve
3 Coeur, Missouri, for Monday October 21st, 2013.

4 We'll start with roll call.

5 I don't see Dr. Barton.

6 MR. LUMLEY: Right here.

7 CHAIRMAN MADDEN: Oh, Dr. Barton?

8 MR. BARTON: I was hiding.

9 CHAIRMAN MADDEN: Mr. Faron?

10 MR. FARON: Present.

11 CHAIRMAN MADDEN: Mr. Howard not here.

12 Mr. Pullium?

13 MR. PULLIUM: Present.

14 CHAIRMAN MADDEN: Mr. Rovak?

15 MR. ROVAK: Present.

16 CHAIRMAN MADDEN: Carl Lumley, our City
17 Attorney?

18 MR. LUMLEY: Present.

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

21 MR. LANGDON: Present.

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

24 MS. KELLY: Present.

25 CHAIRMAN MADDEN: And, Julie Lowery, our

1 Recording Secretary?

2 MS. LOWERY: Present.

3 CHAIRMAN MADDEN: That'll move us to E, another
4 public hearing, Application No. 13-043: A request to
5 amend Section 405.120, Definition of Terms in the Creve
6 Coeur Zoning Ordinance to clarify the included floor area
7 in the definition of floor area ratio.

8 Paul.

9 MR. LANGDON: We have to be sworn.

10 CHAIRMAN MADDEN: Oh. Anybody that's going to
11 be involved in this, needs to be sworn in, please.

12 Please come forward. Come all the way up, so we
13 can see you.

14 (The speakers were sworn in by the court
15 reporter.)

16 MR. LANGDON: Mr. Chairman, Members of the
17 Commission. Paul Langdon, Director of Community
18 Development for the City.

19 This issue actually goes back several years.

20 At the time that we were recodifying the entire
21 Municipal Code, we were addressing issues where wording
22 was in conflict or confusing, out of date, made references
23 to things that didn't exist, that kind of thing.

24 One of the comments at the time was that the way
25 we described floor area ratio and floor area were not

1 immediately obvious and led to some misunderstanding,
2 basically, that the Zoning Code, at the time, used
3 interchangeable terms.

4 In as much as the definition for floor area
5 included -- floor area ratio references flooring of all
6 buildings. But then gross leasable talked about the
7 interior floor of the building measured inside facing,
8 including all certain elements and not others.

9 The -- the Council asked us to -- to clarify the
10 standard, and what we did was this gross leasable floor
11 area was sort of created as a stand-alone definition, and
12 then nothing was ever created for floor area.

13 Part of the problem with that is the plain
14 English reading suggested that, you know, all floor area's
15 literally all floor area, mean that's everything; garage
16 floors, basement floors, closet floors, floor of a
17 stairwell. All of these things would suddenly become part
18 of the floor area.

19 Well, prior to that, because gross leasable, and
20 this sort of all encompassing notion, the floor were
21 treated as the same, we hadn't been including those areas.
22 That's fairly common practice in most cities and we had
23 done the same.

24 It -- and, frankly, that was the standard we
25 used when projects were developed in the city that exist

1 today. Two examples at the top there, Commerce Center and
2 Drury Hotel.

3 When we looked at those as a complete floor area
4 requirement, their floor areas go up well above the
5 allowance in Core Business, up over two in the case of
6 Commerce Center.

7 Because this entire structure was -- is not
8 included under floor area ratio, it's not to say that the
9 structure doesn't have impact, but the commercial real
10 estate industry does not treat those as part of floor area
11 ratio because they're looking at what's productive floor
12 area, what is the gross leasable floor area.

13 It is something we have to keep in mind, and
14 that's why we do site development plan review, so that
15 we're not just talking about the leasable building, we're
16 also looking at the rest of the building. But that's the
17 project that was approved and it's been there quite a few
18 years, same with the Drury.

19 Same standard applied to Kings Landing,
20 residential project. The floor area was the area that is
21 where the units are, where the actual rentable space is.
22 Did not include the parking garage, which is here, and it
23 did not include the service drives or the stairwells that
24 are located in several locations in these buildings.

25 Again, when we take a complete floor plate, look

1 at it and include the parking garage, the density goes up
2 over the allowable density of, in this case, what a
3 conditional use permit, 1.25, goes up around 2 as well.

4 Other buildings, the Westview Office Building,
5 it includes this five-story office building, as well as
6 four-story parking deck. The lot is roughly here. If we
7 go to a complete floor area, the FAR jumps up to about 2,
8 and, again, there's no way to approve it under that
9 standard, basically, it's rendered nonconforming.

10 And then, lastly, Mill Crossing Condominiums,
11 same problem. You have parking underneath, not included;
12 you have stairwells, not included. Once you include
13 those, even in a fairly open setting like that, you still
14 can't make the FAR stick.

15 This gets a lot more interesting when you start
16 talking about houses because they fall into the same
17 situation.

18 We do have a floor area standard for houses,
19 which was the dwelling unit floor area, not putting this
20 up there for everyone to read, it's in the staff report,
21 but the point being, it doesn't include all of the house.
22 It only, basically, includes the living space, which is
23 really, if you look at any real estate ad, they talk about
24 the floor area, that's really the living space. It
25 doesn't include the garage; doesn't include an unfinished

1 basement.

2 If you look at many of the houses in the city
3 where the FAR is limited to .25 or .3 or .45, and if you
4 include the garage and it's a two-story house, they're
5 going to go over that limit. So, basically, what you've
6 done when we go to this broad-brush floor area is created
7 nonconformities throughout the city, not just in the
8 commercial areas, not just in the high density areas, but
9 in the single-family residential areas as well.

10 So we explained all this to the Council at the
11 time that we were discussing floor area for the Planned
12 Residential Zoning District. The project we just talked
13 about.

14 It was a big deal because that project,
15 obviously, has a lot of parking that is under structure
16 and, therefore, a floor. They have stairwells and they
17 have corridors in the main buildings. And you add all
18 those up, they increase the floor area substantially, so
19 while they were asking to have the FAR raised to .6, if we
20 included all of those areas, then it pushed them up above
21 .8. Big change. One that could be accomplished through
22 that process alone, but it wouldn't really deal with the
23 larger question of what do we do with FAR throughout the
24 city.

25 We asked the Council to, essentially, endorse an

1 interpretation that we would then make law. We would
2 follow-up with our commitment at the time to follow-up
3 with the text amendment that would -- would implement
4 whatever interpretation they were suggesting was the right
5 one.

6 The clear direction at the time was we should
7 continue to operate as we have, so that we don't create
8 all these nonconformities, and, two, which is in general
9 conformance with what most cities do, is use gross
10 leasable areas or dwelling areas.

11 And, therefore, all we would need to do is take
12 the FAR definition, and rather than say just all floor
13 area, actually specify which defined types of floor area
14 we're talking about that's gross leasable and dwelling in
15 a floor area.

16 So the amendment you have in front of you
17 inserts those phrases to make clear how we handle it.

18 We did apply gross leasable to a high density
19 apartments, rental units, because it is a lease or a
20 rented space, the application is effectively the same.

21 Those structures physically are a lot like an
22 office building; they have -- may have elevators, most do;
23 they have emergency stairs; they have basement storage and
24 utilities. So, physically, they're a lot like a
25 commercial office building. We can apply the floor area

1 the same way.

2 We had, all at the same time, this emerging
3 project on Lindbergh, at 450 North Lindbergh, for an
4 assisted living facility. They were looking for a
5 variance to their floor area ratio, cause they were well
6 above the .4, which is allowed in the GC District.

7 That project was not a part of this discussion
8 we had with the Council. That was all revolving around
9 this -- this apartment deal.

10 We did advise the applicant that -- that that's
11 where the discussion was going; that they should be taking
12 this gross leasable approach to determine what their floor
13 area is, and, therefore, what their FAR is.

14 And that's what they did. The numbers that they
15 requested were based on those standards.

16 But these all came together at one time as -- is
17 coincidence, but with the amendment that we're proposing,
18 we're not changing how -- how we will do things in the
19 future relative to how we did them in the past. It
20 affects all properties in the city, and this is really a
21 matter of staying the course rather than changing
22 direction.

23 That's all I have.

24 CHAIRMAN MADDEN: Any questions?

25 Mr. Faron.

1 MR. FARON: So, Paul, these will be the two
2 designations that we rule from this point on, either the
3 dwelling or the -- the -- I'll say the gross or the
4 leasable, between -- one of those two?

5 MR. LANGDON: Right, that's -- I mean they put
6 in words what we've done in practice.

7 MR. FARON: And the dwelling, the only
8 difference in that matter is maybe points of egress, and
9 are there, you know, certain window sizes, this or that,
10 to kind of include that in the count for dwelling?

11 MR. LANGDON: Garages. The garage is the big
12 one.

13 MR. FARON: Garage.

14 MR. LANGDON: We have many houses with two and
15 three, we have up to six and eight-car garages in the
16 city. If those are included in their floor area, I
17 guarantee you they won't make the FAR standard.

18 MR. FARON: And the windows was just a -- an
19 issue related to the dwelling in terms of counting that
20 space, if there's enough egress to exit or --

21 MR. LANGDON: Right. I mean those are areas
22 that are -- frankly, that definition was already in the
23 Code.

24 MR. FARON: Uh-huh.

25 MR. LANGDON: We're just referencing --

1 referring to it rather than creating a new definition.

2 MR. FARON: So the gross is just leasable and
3 the dwelling is, basically, useable space, per say?

4 MR. LANGDON: Basically.

5 MR. FARON: And they're both from exterior to
6 our face of structure to --

7 MR. ROVAK: Interior face and exterior.

8 MR. FARON: Interior structure. Okay.

9 Thank you.

10 MR. LANGDON: Uh-huh.

11 CHAIRMAN MADDEN: Mr. Pullium.

12 MR. PULLIUM: I -- I think I know -- I'm going
13 to ask you a odd question.

14 This -- the change that you're proposing here
15 have any fiscal impact, will there be any change to
16 anyone's taxes that one might owe because of the change
17 that you're suggesting here?

18 MR. LANGDON: No, sir.

19 CHAIRMAN MADDEN: Okay. Let me call the people
20 in the audience.

21 Marvin Greenberg.

22 MR. GREENBERG: Marvin Greenberg, 19 Haven View.

23 The question, more than a comment, for
24 Mr. Langdon -- excuse me -- configuring parking spaces for
25 a office building, do you take the total size of the

1 building or just that leasable area?

2 MR. LANGDON: The leasable area.

3 MARVIN GREENBERG: Just leasable area.

4 Now, the common areas, how do you define common
5 areas -- or how would you define common areas?

6 MR. LANGDON: In a commercial setting?

7 MARVIN GREENBERG: For commercial, correct.

8 MR. LANGDON: Any area that's not attributable
9 to a specific tenant.

10 MARVIN GREENBERG: To a specific tenant. Okay.

11 In the case of 450 North Lindbergh --

12 MR. LANGDON: Uh-huh.

13 MR. GREENBERG: -- this is a owner-occupied
14 building, or would be if approved, an owner-occupied
15 building, no common areas. Common areas are areas that
16 are shared by two or more tenants or two or more
17 occupants.

18 MR. LANGDON: Uh-huh.

19 MARVIN GREENBERG: In the case of 450 North
20 Lindbergh, would you not take the gross area of the
21 building?

22 MR. LANGDON: It ends up being most of the
23 building, yes. The -- the only exceptions out of the
24 floor area where the elevator shafts, the emergency
25 stairwells, cold storage for the kitchen, places where --

1 where people -- where they're not occupy-able space.

2 Usable, but not occupy-able.

3 MARVIN GREENBERG: So we are not breaking down
4 common areas to leasable areas, now we're throwing into
5 the mix, service areas, I guess?

6 MR. LANGDON: Well, I think the -- I mean the
7 definition already excludes some of those facilities,
8 specifically.

9 It says elevator shafts, parking structures,
10 space occupied by mechanical equipment, so we're --

11 MARVIN GREENBERG: Is this in an ordinance or --

12 MR. LANGDON: Yes, that's the existing
13 definition in the Zoning Code.

14 MARVIN GREENBERG: Can you tell me which?

15 MR. LANGDON: It's the definition for gross
16 leasable floor area.

17 MR. GREENBERG: For leasable floor area.

18 But, again, getting back into an
19 owner-occupied --

20 MR. LANGDON: Uh-huh.

21 MR. GREENBERG: -- in the case of 450 North
22 Lindbergh --

23 MR. LANGDON: Uh-huh.

24 MR. GREENBERG: -- this is not a leasable
25 building. It's owner-occupied. He's not leasing it out.

1 He has full control of every square foot, every square
2 inch of that building. He doesn't share it with anybody
3 else.

4 MR. LUMLEY: It's not based on whether it's
5 actually subject to lease. It's -- it's the theoretical
6 analysis of if somebody was leasing the building, how
7 would it be handled.

8 MR. GREENBERG: No, correct, I understand that.

9 But this we have a specific case of 450 North
10 Lindbergh --

11 MR. LUMLEY: But when you're looking at --

12 MR. GREENBERG: -- not going to be leased.

13 MR. LUMLEY: But you don't -- but you don't --
14 you don't analyze it from today it's actually going to be
15 leased. You look at the floor plan and say what if it was
16 going to be leased, what would we count.

17 MR. GREENBERG: Then let's go back to 450 North
18 Lindbergh. Let's say it is going to be leased. It's not
19 going to be used for its intended use.

20 We run into a problem with that piece of
21 property of parking spaces allotted at 38 right now. I
22 guess what I'm trying to say, in changing the wording for
23 the FAR requirements, you're opening up a can of worms
24 that I think it's going to cause a lot of problems down
25 the road.

1 MR. LUMLEY: But what Mr. Langdon's testifying
2 to is this is -- this language is the way it's been done
3 already, and we're just clearing it up, so that everybody
4 sees how it's being done.

5 And this is how it was done for that application
6 already, so the number they came up with, which I think
7 turned out to be .67 by the time they were testifying --

8 MR. GREENBERG: Right.

9 MR. LUMLEY: -- was they come up with that
10 numbering using this method.

11 MR. GREENBERG: Right.

12 MR. LUMLEY: And so this method forced them over
13 the .4, which was permissible.

14 MR. GREENBERG: Correct. That is correct.

15 Well, is this a dead issue then on 450 or can
16 they come back?

17 MR. LUMLEY: Not enable -- this would not change
18 their application. With this -- this language, they would
19 still be at .67 with the plan they presented.

20 Correct? Correct?

21 MR. LANGDON: Correct.

22 MS. KELLY: Correct.

23 CHAIRMAN MADDEN: And that's why they tried to
24 get a variance, right?

25 MR. LANGDON: Correct.

1 CHAIRMAN MADDEN: And you were turned down.
2 MR. GREENBERG: That's right, they did --
3 CHAIRMAN MADDEN: Yeah.
4 MR. GREENBERG: -- and they were unanimously
5 voted down.
6 CHAIRMAN MADDEN: Yeah.
7 MR. GREENBERG: Okay. I think you've answered
8 my questions for this time. Thank you.
9 MS. DICKLER: Excuse me, could I make a
10 clarification here?
11 CHAIRMAN MADDEN: Are -- have you been sworn in?
12 MS. DICKLER: Yes.
13 CHAIRMAN MADDEN: Come on up and state your
14 name.
15 MS. DICKLER: But I don't want this to be part
16 of my three minutes.
17 CHAIRMAN MADDEN: Well, you get your three
18 minutes when you come up here so.
19 MS. DICKLER: Okay. Then I'll save that if I
20 have a couple minutes at the end.
21 CHAIRMAN MADDEN: State your name and address,
22 please.
23 MS. DICKLER: My name is Deni Dickler. I live
24 at 7 Haven View Drive.
25 I would like to take the arguments that

1 Mr. Langdon gave you and turn them around as my reasons
2 that I am opposed to a redefinition of FAR.

3 I would ask if FAR, in the Zoning Ordinance, is
4 designed as the total floor space footprint stacked up,
5 then why was our City Planning area directing developers
6 and others to use something that's not in our Zoning Code?
7 I simply ask that as a question.

8 I looked at the Creve Coeur website, and I saw
9 that we have a 2010 Climate Action Plan; we have a
10 Horticulture Environment and Beautification Committee.
11 They are both oriented to reducing the impact of Creve
12 Coeur in its developments on the environment. We have a
13 Comprehensive Plan that attempts to protect our green
14 space and residential areas. We also have entered into
15 being a green community.

16 It all becomes lip service with absolutely no
17 teeth when we take ordinances and we loosen them up to
18 make it easier for residents and commercial builders to
19 make larger buildings with atriums and open space that use
20 an increase of energy; they retain heat that makes Creve
21 Coeur a few degrees hotter in summer, that means we all
22 use more air-conditioning.

23 So are we going to take a leadership position
24 and be a green community or are we going to say, well,
25 everybody else does it a different way, we should do what

1 they do?

2 I want you to take a look at Clayton's downtown
3 area. I very happily lived in Clayton for many years, but
4 Clayton downtown is a concrete, barren jungle, if you can
5 have a barren jungle, but you get the idea. It's hot.
6 It's big buildings. It's concrete. Why in the world
7 would you want to adopt the same FAR standards that they
8 use?

9 I think we've got a great ordinance that is very
10 restrictive on FAR. It keeps the buildings from
11 overcrowding the lots that they're on.

12 Thank you.

13 MR. ROVAK: The definition's not fixed
14 standards.

15 CHAIRMAN MADDEN: No.

16 Go ahead, Paul.

17 MR. LANGDON: Just real quick. I think the, you
18 know, again, we're not looking to change the standard.

19 I mean it's the way we've always done it. And,
20 you know, the prior wording prior to the recodification
21 has floor area and gross leasable floor area as
22 interchangeable terms, so when FAR said use the total
23 floor area, we then turned to this thing called gross
24 leasable and floor area, and it has those exceptions built
25 into it.

1 So, again, we're not changing our standard. The
2 way it has been for the last two years, it -- two years it
3 has been -- has been different only in that we didn't have
4 a definition for floor area. We were forced to interpret
5 what we were using there.

6 But the other part of this is that if we do make
7 it clear that when we, you know, the floor area is the
8 entirety of the hard surface, we create a lot of -- a lot
9 of nonconformities in the city, and that has a direct
10 impact on the ability of all these properties' owners to
11 use their property.

12 They can't expand it at all. So all of the
13 houses that have large garages and two stories, of which
14 we have many, would not be able to do any additional floor
15 area, no garage expansions, no sheds, no room expansions,
16 none of it, because they're already over the limit. That
17 would be throughout the city.

18 All of the commercial properties, if they wanted
19 to make any change that would increase their floor area,
20 they wouldn't be able to do it because they'd already be
21 over the limit.

22 As a matter of having to work with what you have
23 and being respectful of property owners' rights that
24 already exist in the city, the Council was concerned
25 that -- that going to a 100 percent floor area approach

1 would -- would not be serving those interests. And so
2 better to stay with where we were than to risk creating,
3 you know, all these problems throughout the city.

4 CHAIRMAN MADDEN: All right. Thank you.

5 Jeff Dickler.

6 MR. DICKLER: My name is -- my name is Jeff
7 Dickler. I live at 7 Haven View Drive.

8 And I pretty much prepared kind of a statement
9 about this.

10 Allowing removal of the common area from the
11 calculations allows the developers -- excuse me -- or
12 owners to gain the system by allowing the change, the
13 configuration for usage, after the fact.

14 In addition, it introduces an ongoing
15 battleground over the redefinition of common area with any
16 existing facility.

17 Perhaps it would be a fair tradeoff if acreage
18 were reduced by the area of the rights-of-way.

19 Would the city -- would the city police
20 reconfigurations of common areas to assure the facilities
21 stay within the original applied FAR? I doubt the city
22 has the will or enough feet on the ground to do this.

23 You take a building and you put it up and it's
24 got common area, like cafeterias, broom closets, what have
25 you, I don't know about you, but I've stayed in hotels

1 where they made rooms out of broom closets. This is what
2 you letting yourself open for. They can take the common
3 area, they can change it to whatever after the fact.

4 Are you going to police that? Are we going to
5 police that? It becomes a real concern.

6 I don't argue the point about the parking
7 garages. I think that's -- that's well said, but when
8 you're talking about area that is surrounded by rooms or
9 could be converted to other usages, I get real concerned.

10 Thank you.

11 CHAIRMAN MADDEN: Thank you.

12 Andrew Bitterfield.

13 MR. BITTERFIELD: Andrew Bitterfield, 9
14 Tealwood, Creve Coeur.

15 Figure since I've been here for my three hours
16 and twenty minutes, I'll give you my minute and a half.

17 It sounds like we really haven't been abiding by
18 this to date, so, obviously, Mr. Langdon makes a good
19 point.

20 We have a lot of other spaces that do so, as
21 they've occurred.

22 I think the problem we end up here with is kind
23 of unintended consequences. I think it's the perception a
24 lot of my neighbors have, is this FAR request kind of came
25 up because of Lindbergh. Right, wrong or indifferent,

1 perception's reality. And I think the overall concern is
2 kind of, again, back to unintended consequences.

3 Those changes made, I understand a year or two
4 ago, didn't even allow that assisted living center, not
5 nursing home, to even get that far in the process before
6 it got shot down. So I think that's something we need to
7 be careful of.

8 I think as things are brought up by Mr. Langdon,
9 I think he needs to look further ahead to make sure those
10 things aren't happening.

11 And I think if, you know, the FAR thing doesn't
12 sound like it's a huge issue. I do agree there is a
13 common issue as far as common spaces.

14 You know, you look at office buildings today,
15 someone has an office and you say there's one person in
16 there, but commercial, we all know that sometimes density
17 changes and they stick two people in the office or they
18 stick three, cause there's other cubes.

19 Those are the unintended consequences I think
20 Mr. Langdon and team need to look at to make sure it don't
21 happen. And if we're going to go back and look at stuff,
22 I think we should go back and look at what we're doing
23 with nursing homes and how 450 Lindbergh got as far as it
24 did being shoved into a small space. Cause in reality, if
25 it was such a high profile area and they could make so

1 much money, they probably could have bought the building
2 next door, doubled the lot and gotten it through to begin
3 with.

4 So something's broken in part of the process. I
5 think we just need to look at it.

6 Thank you.

7 CHAIRMAN MADDEN: Thank you.

8 Want to enter your exhibits?

9 MR. LUMLEY: Yes. Thank you.

10 Offer the following exhibits into the record of
11 this public hearing.

12 CHAIRMAN MADDEN: No, we're -- we're already
13 past that. Sorry.

14 MR. LUMLEY: Documentation in possession of the
15 City Clerk reflecting the public notice, the staff's
16 report, the City Code of Ordinances and Charter, the
17 City's Comprehensive Plan, the public file regarding the
18 application.

19 CHAIRMAN MADDEN: And that'll close our public
20 hearing.

21 (The public hearing ended at 10:20 p.m.)
22
23
24
25

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

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

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



city of **CREVE COEUR**

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

October 24, 2013

Honorable Mayor Barry Glantz & City Council
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

Re: Request to amend Section 405.120, Definition of Terms, of the Creve Coeur Zoning Ordinance
Clarify the included floor area in the definition of floor area ratio

Honorable Mayor Glantz & Members of the City Council:

The Planning and Zoning Commission, at its meeting of October 21, 2013, reviewed a request for a text amendment to clarify the wording of floor area in the definition of floor area ratio.

By unanimous vote, the Planning Commission recommends approval of the proposed text amendment, as shown in the attached draft ordinance.

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, OCTOBER 21, 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, October 21, 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. 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

2. NEW BUSINESS

A. PUBLIC HEARING

Application #13-043: A request to amend Section 405.120, Definition of Terms, of the Creve Coeur Zoning Ordinance to clarify the included floor area in the definition of floor area ratio.

Applicant/Agent: Paul Langdon
 Director of Community Development
 City of Creve Coeur

Mr. Paul Langdon, Director of Community Development, said this issue goes back several years and explained when they were recodifying the entire municipal code they were addressing issues where wording was in conflict, confusing, out of date, or made reference to things that did not exist, etc. Mr. Langdon said one of the comments made at that time was that the way they described “floor area ratio” and “floor area” were not immediately obvious and it led to misunderstanding. Mr. Langdon said the Council asked staff to clarify the standard, and what they did was use “gross leasable floor area” as a standalone definition and nothing was ever created for “floor area”. Mr. Langdon said the problem with that is the plain English reading suggests all floor areas is literally all floor area (garage floor, closet floor, basement floors, floor of stairwell). Mr. Langdon said prior to that because “gross leasable” and “floor area” were treated the same, those areas were not included and that is fairly common practice in most cities. Mr. Langdon gave some examples of commercial projects where the formula of counting literal floor area was used and they all have very large floor area ratios and create non-conformities. Mr. Langdon then explained there is a floor area standard for homes, which

is the dwelling unit floor area, and that does not include all of the house, just the living space. Essentially, Mr. Langdon explained what needed to happen was to take the FAR definition and make clear how these phrases are handled. Mr. Langdon concluded by stating the amendment before the Commission is not changing how things will be handled in the future versus how they were dealt with in the past, it is more about staying on the same path than changing direction.

Mr. Faron asked if the designations that they will rule on from this point on will either be “dwelling” or “gross leasable”. Mr. Langdon said that was correct, it is actually putting words in what they have done in practice.

Mr. Pullium asked if this change would have any fiscal impact, possibly changing taxes. Mr. Langdon said it would not.

Mr. Marvin Greenberg, 19 Haven View, was asking for clarification on how FAR was applied for 450 N. Lindbergh Boulevard.

Ms. Deni Dickler, 7 Haven View, is opposed to changing the FAR definition. Ms. Dickler said she likes the restrictive ordinance that is in place right now.

Mr. Langdon clarified that the standard is not being changed; it is staying the way it has always been done.

Mr. Jeff Dickler, 7 Haven View, is opposed to changing the FAR definition. Mr. Dickler is concerned with spaces being used in a building that were not intended for living space when proposed.

Mr. Andrew Bitterfield, 9 Tealwood, is worried about unintended consequences.

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. Langdon, to be clear, said FAR is about limiting size or bulk of the building, not about limiting the occupancy. Mr. Langdon said occupancy is driven by public health and safety and building codes, zoning does not get into that other than, the bigger the building the bigger the parking requirement.

Mr. Faron motioned to recommend approval of an amendment to the definition of Floor Area Ratio as written in the draft ordinance attached to the staff report on Application #13-043, dated October 21, 2013. Dr. Barton seconded the motion with the resultant vote as follows:

Mr. Rovak – aye
Mr. Pullium – aye

Dr. Barton – aye
Chair - aye

Mr. Faron – aye

B. 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 10:35 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

AN ORDINANCE FOR THE HOLDING OF A GENERAL ELECTION IN THE CITY OF CREVE COEUR, MISSOURI ON THE 8TH DAY OF APRIL, 2014, FOR THE ELECTION OF ONE COUNCIL MEMBER FROM THE FIRST WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE SECOND WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE THIRD WARD FOR A FULL TWO-YEAR TERM, AND ONE COUNCIL MEMBER FROM THE FOURTH WARD FOR A FULL TWO-YEAR TERM, FOR THE CONDUCT OF SAID ELECTION BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, AND FOR OTHER MATTERS RELATING AND PERTAINING TO SUCH ELECTION.

WHEREAS, pursuant to the City Charter an election must be held in April 2014 to elect one council member for each of the four wards of the City, each to serve a full two-year term; and

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

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

SECTION 1: Pursuant to applicable law, a general election shall be held in the City of Creve Coeur, Missouri on the 8th day of April, 2014, for the election of one council member from the first ward for a full two-year term, one council member from the second ward for a full two-year term, one council member from the third ward for a full two-year term, and one council member from the fourth ward for a full two-year term.

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

SECTION 3: Nominating petitions and acceptances of nomination shall be filed with the City Clerk of the City of Creve Coeur after the passage and approval of this ordinance beginning at 8:00 a.m. on December 17, 2013 through January 21, 2014, at 5:00 p.m. A candidate can only file for and promise to serve in a single position. The City Clerk shall record the date and time of each filing. Names shall be placed on the ballot and election notice in order of filing for respective offices as provided in section 10.3 of the city charter. Candidates wishing to file for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road. Filings shall be accepted on a first-come first-served walk-in basis when the City Clerk is available at the Government Center.

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

BILL NO. 5459

ORDINANCE NO. _____

candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers so drawn.

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

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

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

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

SECTION 9: This ordinance shall become effective pursuant to section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS __ DAY OF ____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS __ DAY OF ____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



CITY OF CREVE COEUR
ACCEPTANCE OF NOMINATION

NO. _____ Date/Time Received _____

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

I, _____ BEING DULY SWORN, STATE UPON MY OATH THAT I RESIDE AT _____, CITY OF CREVE COEUR, COUNTY OF ST. LOUIS, STATE OF MISSOURI, THAT I AM A QUALIFIED VOTER THEREIN, THAT I ACCEPT NOMINATION AND AM A CANDIDATE FOR THE ELECTION OF COUNCIL MEMBER, WARD _____ FOR FULL TWO-YEAR TERM, TO BE VOTED UPON AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014, THAT I SHALL HAVE RESIDED IN THE CITY OF CREVE COEUR FOR AT LEAST ONE YEAR AS OF THE DATE OF THE ELECTION AND WILL BE A RESIDENT OF THE AFORESAID CITY AND WARD AT THAT TIME, THAT I WILL NOT BE IN DEFAULT TO THE CITY AS OF JANUARY 21, 2014 AT 5:00 P.M. (INCLUDING ANY ARREAGE FOR UNPAID CITY TAXES OR MUNICIPAL USER FEES), THAT I HAVE FILED ALL REQUIRED CAMPAIGN DISCLOSURE REPORTS FOR ALL PRIOR ELECTIONS AND PAID ALL FEES ASSESSED BY THE MISSOURI ETHICS COMMISSION, AND THAT I AM OTHERWISE ELIGIBLE FOR SAID OFFICE AND WILL REMAIN SO THROUGH THE ELECTION DATE (OR WILL DISCLOSE OTHERWISE).

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

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

DATE: _____

TIME: _____

SIGNATURE OF APPLICANT FOR
OFFICE

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014.

NOTICE TO SIGNERS: Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014.

NOTICE TO SIGNERS: Please sign in ink or indelible pencil

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



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014.

NOTICE TO SIGNERS: Please sign in ink or indelible pencil

40.	_____	_____	_____	_____
41.	_____	_____	_____	_____
42.	_____	_____	_____	_____
43.	_____	_____	_____	_____
44.	_____	_____	_____	_____
45.	_____	_____	_____	_____
46.	_____	_____	_____	_____
47.	_____	_____	_____	_____
48.	_____	_____	_____	_____
49.	_____	_____	_____	_____
50.	_____	_____	_____	_____

RESOLUTION NO. 1087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF A FIVE-YEAR AGREEMENT WITH ALLIED SERVICES, LLC dba REPUBLIC SERVICES OF BRIDGETON TO PROVIDE TRASH, RECYCLE, AND YARD WASTE COLLECTION SERVICES FOR SINGLE FAMILY RESIDENTIAL PROPERTIES AND CONDOMINIUMS IN THE CITY OF CREVE COEUR FOR AN ESTIMATED ANNUAL AMOUNT OF \$815,321 IN THE FIRST YEAR

WHEREAS, the City Council of the City of Creve Coeur has dedicated funding for trash, and recycle collection hauling services for the residents of Creve Coeur; and

WHEREAS, the City has identified these services to be an important benefit provided to the residents of Creve Coeur; and

WHEREAS, the Horticultural, Environmental, and Beautification Committee has reviewed the submitted bids and proposals and presented its recommendation to accept the bid of Allied Services, LLC dba Republic Services of Bridgeton regarding such services; 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 Allied Services, LLC dba Republic Services of Bridgeton and the City of Creve Coeur to provide trash, recycle, and yard waste hauling services for the residents of Creve Coeur for an estimated annual cost of \$815, 321 for the first year of the five year contract is hereby approved. The agreement as executed shall be consistent with the provisions and intent of this Resolution, the Residential Solid Waste, Yard Waste, and Recyclable Waste Collection, Removal, and Disposal Bid Specifications for 2014-2019 and Allied Services, LLC's Alternate Proposal #1 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 12th day of November, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



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 Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company with offices at 12976 St. Charles Rock Road, Bridgeton, Missouri 63044 (hereinafter called the "Contractor"). The subject matter is identified as Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-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 Bid Specification Manual, Contractor's Alternate Bid #1 attached hereto Non[CL1]-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: as provided in the Contract documents. 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 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 fee 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 contract year (June 30) 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, 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^[CL2] 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: _____

LLC _____

Allied Services,

Name of Contractor

By _____
"Contractor"

Name: _____

Title: _____

Attest: _____

DATE: _____

NON-COLLUSION AFFIDAVITSTATE OF Missouri,COUNTY OF ST. LOUIS,

CASEY POWERS, being first duly sworn, deposes and says that he is GENERAL Mgr (sole owner, partner, president, secretary, etc.) of REPUBLIC SERVICES, 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: ACP

(Title)

Subscribed and sworn to before me this 17 day of October, 2013.
Seal of Notary

Christina Michael
Notary Public

CHRISTINA MICHAEL
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: November 28, 2013
Commission Number: 09802289

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.

ALTERNATE BID#1 PROPOSAL FORM

**REIDENTIAL 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. **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.**

Alternate 1

Item 1 – Solid Waste & Recycle		<u>Monthly Cost</u>	<u>Annual Cost</u>
Single family including single unit condos,	95gl	\$13.51	\$162.12
Pick-up solid waste and recycle once per week			
(Curbside pick-up paid for by the City,	65gl	\$11.51	\$138.12
Approximately 5,520 Units)	35gl	\$10.26	\$123.12
Option; 2X Curbside pick-up, Resident may			
Pay Contractor directly for twice a week			
Curbside pickup. (Upgrade price for second			
Weekly curbside pickup).		<u>\$30.00</u>	<u>\$360</u>
Option; Single family including unit condo's			
Pick-up solid waste once per week. Resident			
May pay contractor directly for rear yard			
Pick-up. Maximum charge per resident per			
Month is fifteen dollars(\$15.00), however the			
Bidder may propose a lower fee. Upgrade			
Price for once a week rear yard service		<u>\$15.00</u>	<u>\$180</u>
Option: 2X Rear yard pick-up. Resident			
May pay contractor directly for rear yard			
Pick-up. Maximum charge per resident per			
Month is fifteen dollars(\$15.00), however the			
Bidder may propose a lower fee. Upgrade			
Price for once a week rear yard service		<u>\$15.00</u>	<u>\$180</u>
(This fee will be fifteen dollars added to the			
Fifteen dollars for the optional 1X rear yard)			

Alternate 1**Item II – Miscellaneous****Monthly Cost**

White Goods – metal Appliances Resident schedules pickup with Contractor and pays Contractor Directly for the service. (\$25 Max per item)

\$25.00 Per Item

**Bulky Goods – Furniture/Large Items, Resident schedules Pick-up with Contractor
Two item Limit per pick up.**

No Charge

Yard Waste –

Cost for Yard Waste Tags (Each)

\$3.00

Cost for Yard Waste Bags (Each)

\$5.00

**Annual Unlimited yard Waste Service 1X per week
Curbside service includes a 95 gallon toter with Wheels
Lid and handle. (Service paid for by the resident).
(priced per month billed quarterly)**

\$12.00 per month

Disabled with a letter from the State of Missouri stating they are permanently disabled and being Head of the household with no more than two occupants, Will qualify for rear yard service at No Charge to the resident.

Item III – Recycle Rewards

- a. The city will receive a 50% share of the recycle commodity of the average annual market value for commingled recycle material per ton or \$10 per ton, whichever is the greater of the two.

Item IV – Sustainable Practices and Procedures;

Republic Services will utilize CNG (Natural Fuel Vehicles) in the City of Creve Coeur for the term of the contract.

******* All Toters (Containers) will be owned, warrantied and maintained by Republic Services. They will be purchased through Republics national agreement with Otto Environmental.**

Item V

Condo Dumpster Solid waste and Recycle Pick-up

Pricing will be based on the numbers supplied to this section on page BF-4, Item VI Only.

Item I; Explanation; The resident will choose the container size according to need, the city will be billed according to number of residents choosing what size container. Residents may only change the size of container before the new billing period of each contracted calendar year.

Republic Services is submitting a proposal in response to the Creve Coeur RFP for Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal. Section 2(g) of the Specifications reads as follows:

(g) 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**

Republic Services must take exception to this Section 2(g) as it is unable to comply with Section 2(g) at this time. Republic Services has used and tested RFID systems and has concerns with the reliability of the RFID systems currently available, specifically with the reader software and scanners. Additionally, the use of scales has not been integrated into any RFID systems which Republic has used or is testing.

If awarded the bid, Republic Services will revisit the provisions of this Section 2(g) during the term of the agreement with the City if Republic Services determines that the RFID process has been perfected to its satisfaction.

(Signature)

Casey Powers / General Manager
Printed Name ? Title

Republic Services / Allied Waste LLC
Company

(636) 947-5959
Telephone #

12976 St Charles Rock Road
Address

(314) 739-4911
Fax

Bridgeton, MO 63044
City, State and Zip Code

October 17, 2013
Date



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: November 6, 2013

TO: Mark C. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Trash and Recycling Bid Results

Bid Process

City staff presented a draft of the 2014-2019 Trash and Recycle bid documents developed by staff and revised by the Horticultural, Environmental & Beautification (HEB) to City Council at their meeting held on Monday, September 23, 2013. Council recommended to proceed to bid with minor revisions to the document. The bid documents were made available to the Haulers on Thursday September 26, 2013 with a due date of 2 PM Thursday, October 17, 2013.

City staff held a pre-bid meeting with perspective bidders on Tuesday, October 8, 2013 at 2 PM whereby the bid specifications manual was thoroughly discussed. Several items raised concerns with all of the vendors and were discussed in detail and an addendum was issued to clarify some statements and make changes to the specifications. The changes included:

- All vendors agreed that the RFID system technology is not ready yet and cannot be integrated with onboard scales and therefor will not perform as requested in the bid.
- The structure of the Diversion Rewards program requests proprietary information. Vendors offered several solutions which made sense and allowed the city to be rewarded for resident's efforts towards recycling.

On October 17, 2013 the city received bids from three vendors and letters stating "No Bid" from two more vendors. In total the city received six bids, two bids were submitted on the base bid document and four more were custom proposals. A bid tab, spreadsheets, and copies of the custom proposals are attached for your review.

Bid Evaluation

City staff and the HEB Committee have evaluated the different proposals thoroughly and created a spreadsheet that not only identifies the costs of each proposal, it also compares the services included in each proposal.

Both staff and HEB found it easy to evaluate the two base bids, one from Republic and one from Meridian based on the city's specifications manual. However, the evaluation process became much more complicated when the four custom proposals were evaluated. Thus the previously mentioned spreadsheet became a valuable evaluation tool to identify the best proposals.

HEB subcommittee members and staff met on Tuesday, October 29 and discussed each proposal in detail. Individual proposals were eliminated by either price or service level. The

subcommittee was able to narrow it down to two proposals, Republic's Alternate #1 and Progressive's Alternate. Discussion ensued weighing the differences in services and the associated price for each of these bids. The service levels of both bids appeared to be fairly equal, however there were a few advantages to each bid. The advantages are listed below:

Republic Alternate #1 Proposal – This proposal offered curbside service with three sizes of toters, (35 gal., 65 gal., and 95 gal.) available for residents to choose from as requested in the base bid. The monthly cost for trash and recycle services is based upon the size of trash toter chosen by individual property owners:

<u>Toter size</u>	<u>Monthly Cost</u>
35 Gallon	\$10.26
65 Gallon	\$11.51
95 Gallon	\$13.51

In addition, the proposal offers a rear yard service upgrade for trash for \$15 per month paid for by the resident. Another benefit Republic included in this proposal is free bulky pickup limited to two items per pickup. Most of the other items within the proposal met the standard specification of the base bid including the Diversion Rewards program whereby the city is rewarded at a minimum of \$10 per ton for every ton of recycling collected. Republic will supply and maintain the toters throughout the contract as requested in the standard bid specification, however they will retain ownership of the toters at the contract conclusion.

As for the services for residents with physical limitations Republic's proposal included the following statement to determine resident's eligibility to qualify for this program:

“Disabled with a letter from the State of Missouri stating they are permanently disabled and being Head of the household with no more than two occupants, Will qualify for rear yard service at No Charge to the resident.”

Progressive Alternate Proposal – This proposal offered three sizes of toters for both trash and recycle collection services at one rate (\$13.85 per residence per month). In addition to the unit cost for collection services they proposed a dump fee of \$24 for every ton of trash generated through the collection process.

Progressive has offered 100% of the value per ton of recycled material to be returned to the city as the Diversion Reward (current value is \$11.73 per ton). The future market outlook is for the recycled material value to remain fairly constant hovering around \$10-\$12 per ton. They also plan to supply and service the toters throughout the contract but will transfer ownership to the city at the conclusion of the contract.

In addition to these items, Progressive has submitted a number of exceptions to the language in the city's bid specifications manual and City-Vendor contract. Progressive's submission has redline changes on thirty-five pages of the forty-eight page bid manual and contract.

Although the city has requested bids for trash and recycle services with the base service level being curbside collection, the specifications offer the option for residents who wish to retain rear yard trash service to pay the successful bidder for the service upgrade.

It is also important to remember that there are three years remaining available to the city on the current contract extension. The cost of this service is identified on the attached spreadsheets as well as the cost savings to the city when the annual contract extension costs are compared to the recently received bids and custom proposals.

Summary

After extensive evaluation by city staff and the HEB subcommittee a recommendation was brought to the HEB Committee for discussion and approval at their meeting on Wednesday, October 30, 2013. After discussions of the two proposals the committee recommended Republic's Alternate Proposal #1 for approval by City Council.

Recommendation

The final recommendation from both City staff and the HEB Committee is to award the Residential Solid Waste, Yard Waste, and Recycle Waste Collection, Removal, and Disposal Contract for 2014-2019 to Republic Waste Services based upon their Alternate #1 Proposal and the Bid Specifications Manual. The anticipated annual cost for these services is \$815,321.

**Horticulture, Environment and Beautification Committee
Recommendation to Creve Coeur City Council
RE: Trash/Recycling/Yard Waste Contract
to Commence July 1, 2014**

November 6, 2013

Creve Coeur published a standard bid proposal for trash and recycling services for the period July, 2014 through June, 2019. Included in the bid specs was the option for haulers to submit alternate bid proposals, which differed from the base bid document and which they deemed might be of greater value to Creve Coeur.

Six bid submissions from three different companies were received. Two of the responding companies, Republic Services and Meridian Waste Services, submitted base bids that followed the city's requirements as specified in the Request For Bid. All three companies submitted bids on alternate proposals they developed.

The base bids from Republic (Column 2) and Meridian (Column 5) were identical in services offered, but the Meridian Base bid was more costly than the Republic Base bid. Therefore the Meridian Base bid was ruled out. Neither of these base bid proposals provided enough savings to consider not extending the current contract. Therefore, Republic base bid was also ruled out.

The Republic Alternate #2 (Column 4) bid charged \$32.64 per month for rear yard up-charge. Any fee over \$15 for this up-charge is unacceptable; therefore, Republic Alternate bid #2 was ruled out.

The Meridian Alternate (Column 6) bid did not provide trash toters and was the highest of the alternate bids; therefore, it was ruled out.

The Progressive Alternate bid (Column 7) and the Republic Alternate bid #1 (Column 3) are the two most competitive bids.

The Progressive Alternate bid (Column 7):

1. Does not provide an option for twice weekly pickup.
2. Provides one price for a choice of three size toters to all residents for both trash and recycling.
3. Is based on a formula that considers volume of dump and volume and value of recyclables. While history and projections assume the numbers we have estimated to reach the total annual cost, they are not guaranteed.
4. Has the one advantage of toters belonging to the city at the end of the contract.

HEB Recommendation to Creve Coeur City Council
Re: Trash/Recycling/Yard Waste Contract
to Commence July 1, 2014 – Page 2

The Republic Alternate bid #1 (Column 3) is our recommendation because:

1. It provides three different size toters and breaks out the monthly charges for the different sizes: 95 gal, 65 gal and 35 gal. The charge to Creve Coeur is associated with the trash toter, not with the recycling toter. The accompanying spreadsheet projects this cost at the most costly scenario wherein every household selects a 95 gallon toter. Experience predicts that the fee the City will be charged for the toters will be less than we have used in our calculation for the example on the spreadsheet.
2. It includes a base guarantee of credit (\$10 per ton) for the Diversion Reward with the opportunity for Creve Coeur to benefit from increased recycling material and/or increased price of the commodity. ("The city will receive a 50% share of the recycle commodity of the average annual market value for commingled recycle material per ton or \$10 per ton, whichever is the greater of the two.")
3. Even after adjusting the anticipated cost to reflect not owning the toters, the Republic Alternate #1 will cost Creve Coeur less than the Progressive Alternate bid and provides better options, as noted above. Our information shows the cost of toters is approximately \$525,000. Distributing the \$525,000 over five years adds approximately \$105,000 per year to the cost of the contract. Therefore, our committee calculated and adjusted the Republic Alternate bid # 1 to reflect this additional cost in order to compare it to the Progressive Alternate bid.

Republic Alternate Bid #1 (Column 3) for curbside pickup, without Creve Coeur owning the toters, as contrasted to extending our current rear yard trash pickup (Column 1) results in a considerable savings to Creve Coeur. Therefore, HEB recommends Republic Alternate bid #1 for the trash/recycling/yard waste contract to commence July 1, 2014.

Respectfully submitted,

Fran Cantor, HEB Chair

Susan Baseley, HEB Trash/Recycling/Yard Waste Subcommittee Chair

Residential Solid Waste Annual Cost Bid Summary

TRASH/YARD WASTE MATERIALS BID SUMMARY 2014-2019
BID OPENING OCTOBER 17, 2013 AT 2:00 P.M.

		Contract Extension FY 2015 Price	2014-2019 Base Bid	2014-2019 Base Bid	2014-2019 Base Bid
		Republic Services	Republic Services	Meridian Waste Services	Progressive (IESI)
Bid Items					
1	Curbside Trash	(Rear Yard Trash) \$ 1,042,246	\$ 1,084,320	\$ 1,099,380.00	No Bid
2	Curbside Recycle	\$ 299,068	Included	\$ 195,780.00	No Bid
3	Condo Dumpsters	\$ 22,165	\$ 19,068	\$ 24,480.00	No Bid
4	Dump Fee	Included	Included	Included	No Bid
5	Diversion Rewards	N/A	\$ (19,349.00)	\$ (17,590.00)	No Bid
Annual Total		\$ 1,363,479.00	\$ 1,084,039.00	\$ 1,319,640.00	No Bid

		Alternate #1	Alternate Bid #2	Alternate Bid	Alternate Bid
		*Republic Services	Republic Services	Meridian Waste Services	Progressive (IESI)
Bid Items					
1	Curbside Trash	\$ 813,843.00	\$ 1,017,454.00	\$ 1,054,200.00	\$ 834,324.00
2	Curbside Recycle	Included	Included	Included	Included
3	Condo Dumpsters	\$ 19,068.00	\$ 19,068.00	\$ 24,480.00	\$ 31,907.00
4	Dump Fee	Included	Included	Included	\$ 88,824.00
5	Diversion Rewards	\$ (17,590.00)	\$ (17,590.00)	No Rewards	\$ (20,633.00)
Annual Total		\$ 815,321.00	\$ 1,018,932.00	\$ 1,078,680.00	\$ 934,422.00

Notes:

- 1 All calculations are based on a residential count of 5020.
- 2 Diversion Rewards based on \$10 per ton unless specified differently in the submitted bid
- 3 Rewards and Dump Fee based on 4-year average volumes in Bid Specification Manual:
Trash = 3701 tons
Recycle = 1759 tons

*Assuming the worst case and all residents requested 95 gallon toters

2014-2019 Residential Solid Waste
Contract Extension and Base Bid Service Level Summary

		1	2	3	4	5	6	7
		Contract Extension FY 2015 Price	2014-2019 Base Bid	Alternate #1	Alternate #2	2014-2019 Base Bid	Alternate Bid	Alternate Bid
		Republic Services	Republic Services	*Republic Services	Republic Services	Meridian Waste Services	Meridian Waste Services	Progressive (IESI)
1	Bid Items							
	(Rear Yard Trash)							
	CurbsideTrash and Recycle Collection w/ choice of 3 sizes of toters 35 gal., 65 gal., or 95 gal (Per month)	\$22.08 (*)	\$ 18.00	\$13.51 *	\$ 16.89	\$ 18.25	\$ 17.50	\$13.85 a
	2nd weekly curbside trash pickup (Per month)	\$40.87(*)	\$ 30.00	\$30.00 **	N/A	\$ 20.00	\$15.00 1	N/A
	Rear Yard Trash Upgrade (Per month)	N/A	\$15.00 (**)	\$15.00 (**)	\$32.64 (**)	\$15.00 (**)	\$15.00 (**) 1	\$15.00 (**)
	2nd weekly rear yard trash pickup (Per month)	N/A	\$15.00 (**)	\$15.00 (**)	N/A	\$15.00 (**)	\$15.00 (**) 1	N/A
	White Goods	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
	Bulky Goods	\$ 25.00	\$ 25.00	Included ***	Included ***	\$ 25.00	Included 2	\$ 25.00
	Yard Waste				Included ****			
	Bags	\$ 3.47	\$ 5.00	\$ 5.00	N/A	\$ 3.00	N/A	\$ 2.85
	Tags	\$ 2.86	\$ 3.00	\$ 3.00	N/A	\$ 2.50	N/A	\$ 2.35
	Unlimited Service w/toter	\$ 10.65	\$ 12.50	\$ 12.00	N/A	\$ 11.00	\$11.00 +\$3.25 3	\$ 9.95
	Toters owned by the City	No	Yes	No c	No	Yes	Yes 1	Yes c
	Diversion Rewards (compensation per ton)	N/A	\$ 11.00	\$ 10.00	\$ 10.00	\$ 10.00	No	\$11.73 b
	Bid Items							
	(Rear Yard Trash)							
	CurbsideTrash (Per Year)	\$ 1,030,706	\$ 1,084,320	\$ 813,843	\$ 1,017,454	\$ 1,099,380	\$ 1,054,200	\$ 834,324
	Curbside Recycle (Per Year)	\$ 298,790	Included	Included	Included	\$ 195,780	Included	Included
	Condo Dumpsters (Per Year)	\$ 22,829	\$ 19,068	\$ 19,068	\$ 19,068	\$ 24,480	\$ 24,480	\$ 31,907
	Dump Fee (Per Year)	Included	Included	Included	Included	Included	Included	\$ 88,824
	Diversion Rewards (Per Year)	N/A	\$ (19,349)	\$ (17,590)	\$ (17,590)	\$ (17,590)	N/A	\$ (20,633)
Annual Total		\$ 1,352,325	\$ 1,084,039	\$ 815,321	\$ 1,018,932	\$ 1,319,640	\$ 1,078,680	\$ 934,422
Savings from Contract Extension Price			\$ (268,286)	\$ (537,004)	\$ (333,393)	\$ (32,685)	\$ (273,645)	\$ (417,903)

(*) Contract Extension include rear yard trash collection and curbside recycle collection as the base service
(**) Service Upgrade paid for by resident
* Cost for trash and recycle directly related to the size of trash toter chosen by the resident
** Trash collection only
*** Included in trash price
**** Yard Waste collection included in trash price
1 No cart for trash collection, 65 gal toter for recycle collection
2 Bulky pickup of 1 item per month included in trash price
3 Cart rental separate cost \$3.25
a Trash dump fee per ton inaddition to the collection fee
b 100% of market value per ton for recycled material (currently \$11.73)
c Republic retains ownership of the toters at the end of the 5-yr. contract, whereas Progressive plans to turn the ownership of the toters over to the city at the end of the contract. This equates to a cost of approximately \$105,000 a year or \$525,000 in value over the term of the contract. Toters have a service life of 8-10 years

- Republic Proposals
- Meridian Proposals
- Progressive Proposals

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.

ALTERNATE BID#1 PROPOSAL FORM

REIDENTIAL 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. **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.**

Alternate 1

Item 1 – Solid Waste & Recycle	<u>Monthly Cost</u>	<u>Annual Cost</u>
Single family including single unit condos, Pick-up solid waste and recycle once per week (Curbside pick-up paid for by the City, Approximately 5,520 Units)	95gl \$13.51	\$162.12
	65gl \$11.51	\$138.12
	35gl \$10.26	\$123.12
Option; 2X Curbside pick-up, Resident may Pay Contractor directly for twice a week Curbside pickup. (Upgrade price for second Weekly curbside pickup).	<u>\$30.00</u>	<u>\$360</u>
Option; Single family including unit condo's Pick-up solid waste once per week. Resident May pay contractor directly for rear yard Pick-up. Maximum charge per resident per Month is fifteen dollars(\$15.00), however the Bidder may propose a lower fee. Upgrade Price for once a week rear yard service	<u>\$15.00</u>	<u>\$180</u>
Option: 2X Rear yard pick-up. Resident May pay contractor directly for rear yard Pick-up. Maximum charge per resident per Month is fifteen dollars(\$15.00), however the Bidder may propose a lower fee. Upgrade Price for once a week rear yard service (This fee will be fifteen dollars added to the Fifteen dollars for the optional 1X rear yard)	<u>\$15.00</u>	<u>\$360</u>

Alternate 1**Item II – Miscellaneous****Monthly Cost**

White Goods – metal Appliances Resident schedules pickup with Contractor and pays Contractor Directly for the service. (\$25 Max per item)

\$25.00 Per Item

**Bulky Goods – Furniture/Large Items, Resident schedules Pick-up with Contractor
Two item Limit per pick up. ~~Pickup on regular trash day.~~**

No Charge**Yard Waste –****Cost for Yard Waste Tags (Each)****\$3.00****Cost for Yard Waste Bags (Each)****\$5.00**

**Annual Unlimited yard Waste Service 1X per week
Curbside service includes a 95 gallon toter with Wheels
Lid and handle. (Service paid for by the resident).
(priced per month billed quarterly)**

\$12.00 per month

Disabled with a letter from the State of Missouri stating they are permanently disabled and being Head of the household with no more than two occupants, Will qualify for rear yard service at No Charge to the resident.

Item III – Recycle Rewards

- a. The city will receive a 50% share of the recycle commodity of the average annual market value for commingled recycle material per ton or \$10 per ton, whichever is the greater of the two.

OR

- b. Republic Services at the end of each calendar year will donate \$5,000 to the City recycle committee for them to choose how to utilize the funds.

Item IV – Sustainable Practices and Procedures;

Republic Services will utilize CNG (Natural Fuel Vehicles) in the City of Creve Coeur for the term of the contract.

******* All Toters (Containers) will be owned, warrantied and maintained by Republic Services. They will be purchased through Republics national agreement with Otto Environmental.**

Item V

Condo Dumpster Solid waste and Recycle Pick-up

Pricing will be based on the numbers supplied to this section on page BF-4, Item VI Only.

Item I; Explanation; The resident will choose the container size according to need, the city will be billed according to number of residents choosing what size container. Residents may only change the size of container before the new billing period of each contracted calendar year.

Republic Services is submitting a proposal in response to the Creve Coeur RFP for Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal. Section 2(g) of the Specifications reads as follows:

(g) 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**

Republic Services must take exception to this Section 2(g) as it is unable to comply with Section 2(g) at this time. Republic Services has used and tested RFID systems and has concerns with the reliability of the RFID systems currently available, specifically with the reader software and scanners. Additionally, the use of scales has not been integrated into any RFID systems which Republic has used or is testing.

If awarded the bid, Republic Services will revisit the provisions of this Section 2(g) during the term of the agreement with the City if Republic Services determines that the RFID process has been perfected to its satisfaction.


(Signature)

Casey Powers / General Manager
Printed Name ? Title

Republic Services / Allied Waste LLC
Company

(636) 947-5959
Telephone #

12976 St Charles Rock Road
Address

(314) 739-4911
Fax

Bridgeton, MO 63044
City, State and Zip Code

October 17, 2013
Date

PROGRESSIVE WASTE SOLUTIONS ALTERNATE BID

CREVE COEUR SOLID WASTE BID 2014 – 2019

In keeping with the City's expressed desire to increase the amount of recycling, reduce the quantity of materials going to the landfill and share in the financial benefits of achieving both goals, Progressive Waste Solutions (PWS) is pleased to offer the City of Creve Coeur a truly "progressive" approach to the handling of the City's solid waste and recycling volumes.

This is made possible by combining two important and necessary ingredients: a forward-thinking municipality along with an innovative, solutions-based solid waste company. It also includes:

- A clearly defined strategy that meets the City's stated goal of reducing waste
- An incentive program that financially rewards the City for more recycling and less materials going to the landfill
- A shared commitment by both parties to work together for the common good
- Making Creve Coeur the first city to do something that has never been done before in the metro St. Louis marketplace

THE PLAN

Progressive Waste is structuring the City's monthly invoice primarily based on two (2) things: the volumes of trash and recycling coming out of Creve Coeur. **The plan is simple: The less trash that is taken to the landfill, the lower the City's disposal bill. And the more recycling that is collected, the higher the City's recycling rebate.**

According to the tonnage figures listed in the City's bid specifications, the 4-year annual average figures are as follows:

- | | |
|---------------|----------------------------------|
| • Solid Waste | 3,701 tons (308.42/month) |
| • Recyclables | 1,759 tons (146.58/month) |
| • Yard Waste | 3,209 cubic yards (267.42/month) |

Beginning July 1, 2014, Progressive Waste's Alternate Bid numbers for the City of Creve Coeur are as follows:

Single-family, including single-family condos, once per week Curbside Solid Waste & Recycling Collection in Contractor-provided carts (5,020)	<u>\$13.85/unit/month</u>
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Disposal cost	<u>\$24.00/ton</u>
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100% of the monthly recycling commodity price/ton	<u>Market Value*</u>
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* The rebate average so far in 2013 is \$11.73 per ton. However, commodity pricing varies month to month based on market conditions. Therefore, no pricing guarantees can be made going forward.

Using the real unit cost and disposal bid numbers listed above, along with the average tons of trash per month (308.42) and average tons of recycling per month (146.58) the City's total monthly bill might look like this. **(Actual tonnage figures may vary)**

As an example:

Unit Cost: \$13.85 x 5,020 units	\$69,527.00
Disposal Cost: \$24.00/ton x 308.42 tons	\$7,402.08
Recycling revenue-share (100%): \$11.73/ton x 146.58 tons	(1,719.38)

MONTHLY INVOICE TO THE CITY	
FOR ALL SINGLE-FAMILY UNITS (5,020)	\$75,209.70
	or
	\$14.98/unit

It is easy to see how the City's monthly bill can be reduced with each additional ton that gets recycled. The City now has a defined incentive to encourage recycling, to promote recycling education and to work closely with Progressive Waste to reach mutually beneficial goals. Under this plan, **Creve Coeur can now turn their "Trash into Cash!"**

ADDITIONAL PRICING OPTIONS

1. Optional resident-billed Backdoor Service available for an additional \$15.00 per unit, per month
2. Two (2) free Bulky Pick-ups per single-family unit are provided annually at no charge. There is a five (5) item limit and a maximum of sixty (60) pounds per item. Any Bulky collections over and above the two (2) free annual collections will be \$25.00 per item
3. ~~Yard Waste pre-paid tags are available at \$2.35 per tag~~
4. Yard Waste pre-paid bags are available at \$2.85 per bag
5. Optional resident-billed unlimited Yard Waste, including a 95-gallon cart, is available at \$9.95 per month
6. Yes, our fleet does burn CNG as a fuel source
7. Yes, our Landfill does capture and reuse methane gas

WHITE GOODS ?

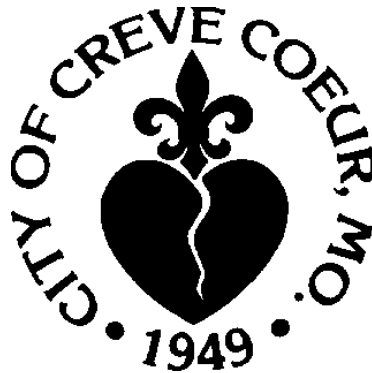
Item VI - Condo Dumpster Solid Waste and Recycle Pickup

Current Use		Monthly Unit Cost	Annual Cost
Single Pickup per week			
1 CY Once a Week	0 Unites	\$43.70	\$524.40
2 CY Once a Week	44 Units	\$48.90	\$586.80
3 CY Once a Week	4 Units	\$53.70	\$644.40
4 CY Once a Week	5 Units	\$58.50	\$702.00
6 CY Once a Week	0 Units	\$68.20	\$818.40
1 CY Additional Pick-up	0 Units	\$40.00	\$480.00
2 CY Additional Pick-up	8 Units	\$52.00	\$624.00
3 CY Additional Pick-up	1 Units	\$58.00	\$696.00
4CY Additional Pick-up	0 Units	\$64.00	\$768.00
6 CY Additional Pick-up	9 Units	\$75.00	\$900.00

This program also includes:

- The Alternate Bid is based upon a five (5) year Initial Term and a mutually-agreed upon five (5) year renewal term
- Contractor-provided Trash & Recycling carts for each single-family unit. To keep costs down, RFID chips & chip readers are not being used under this Alternate Bid. The carts will become the property of the City of Creve Coeur at the end of the initial five (5) year term.
- ~~In an effort to drive recycling participation, twice per week Solid Waste service is not being offered under this Alternate Bid~~
- Contractor's promise to pass along any savings derived from a successful Contractor grant application reimbursement for recycling carts is approved
- A landfill and a 100% recycling monetary incentive for the City based on tonnages
- Optional resident-billed 1x/week backdoor solid waste collection

****Based on the unique aspects of this proposal, Progressive Waste respectfully requests an opportunity to make a presentation to the Committee and/or Board of Aldermen to answer any questions and further explain the details of this offer.****



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
Including Addendum #1**

Sealed Bids Too 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.

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 including those planning to participate

in the rear-yard upgrade service 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 toters 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, and is required to place trash in refuse bags tied shut for easy transfer to the collectors toter for disposal 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 prospective 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 new 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 shall fulfill County requirements for biannual scheduled pickups. Per the County Ordinance, free pickups are limited to five (5) items per pickup. Each item shall weigh no more than 60 pounds. 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 prospective 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 totes 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

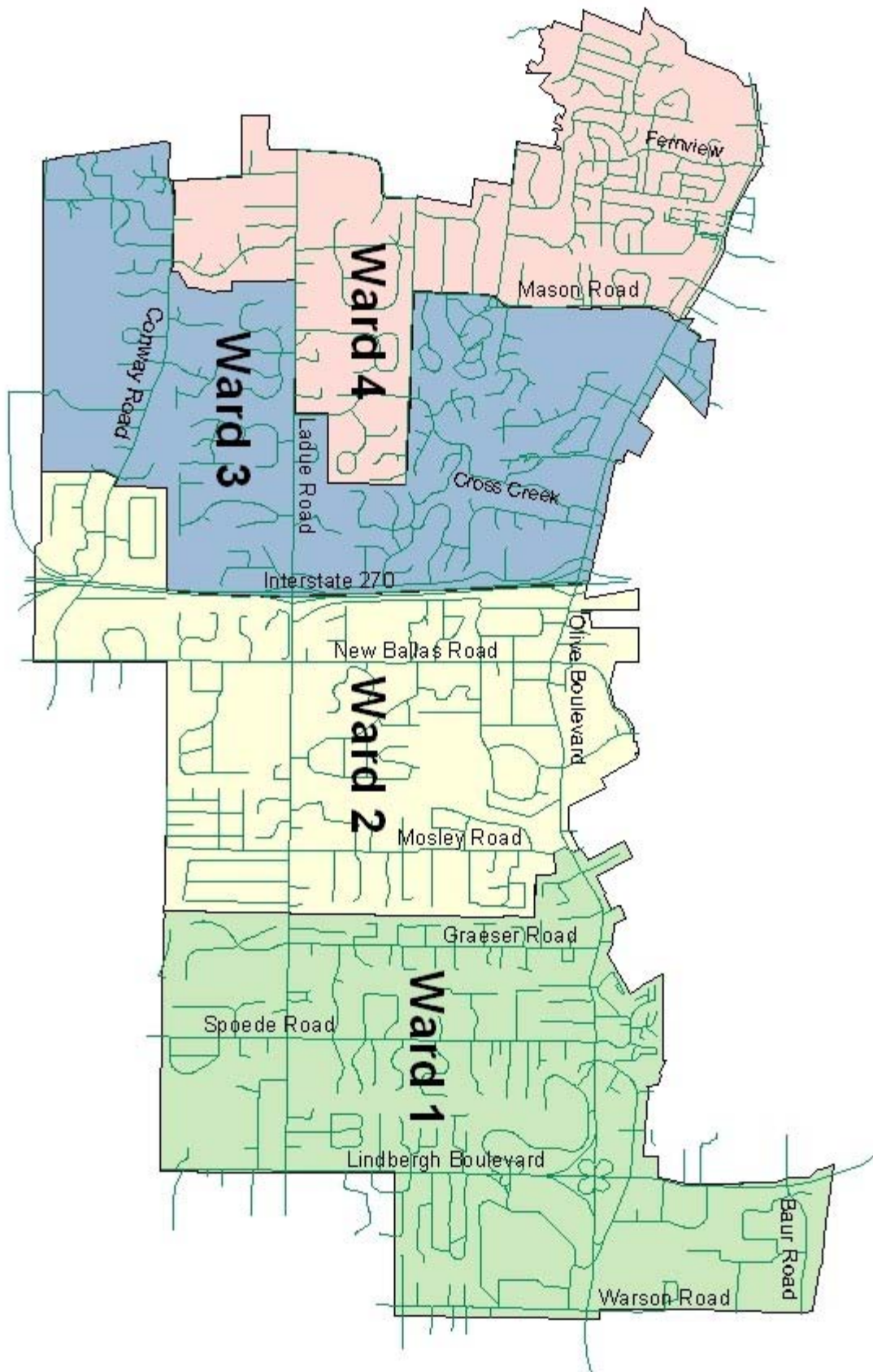
For the purposes of payment under this Contract, the City and the Contractor shall complete an audit of the number of residential dwelling units at the beginning of each fiscal year (July 1) and make adjustments to the contract price based on the cost per unit as bid. Payment for curbside collection will be made upon the number of residences where toters 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** – A solid waste diversion reward shall be given to the city for every ton of material that is diverted from the solid waste landfill. The reward should be paid to the city within 30 days of the end of each year of the contract and shall be based on the number of tons of recycling collected. The per ton compensation shall be a minimum of ten dollars (\$10) per ton or 50% of the average market value of the raw single stream recycle material for the previous year, whichever is greater.
- 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.



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 totes), 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. 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

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. Payments to the city will be ten dollars (\$10) per ton or 50% of the per ton market value of the raw single stream recycled material, whichever is greater. The city shall receive payment for every ton of recycled material collected by the hauler. (See item 9d on page S-14 for details).

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 B.

Item VI - CONDO DUMPSTER SOLID WASTE AND RECYCLE PICKUP

	<u>Current Use</u>		<u>Monthly Unit Cost</u>	<u>Annual Cost</u>
	Single Pickup per week			
	1 CY Once A Week	0 Units	\$ _____	\$ _____
	2 CY Once A Week	44 Units	\$ _____	\$ _____
	3 CY Once A Week	4 Units	\$ _____	\$ _____
	4 CY Once A Week	5 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:

Briarcliff I and II
1 of 4 CY – 970 Spode 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)

Courtland Hall 950 E Rue de la Banque

1 of 4 CY (1x per week)

Summit Lofts – 630 Emerson Rd.

1 of 2 CY 2 of 3 CY (1x per week)

2 of 2 CY (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: _____

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



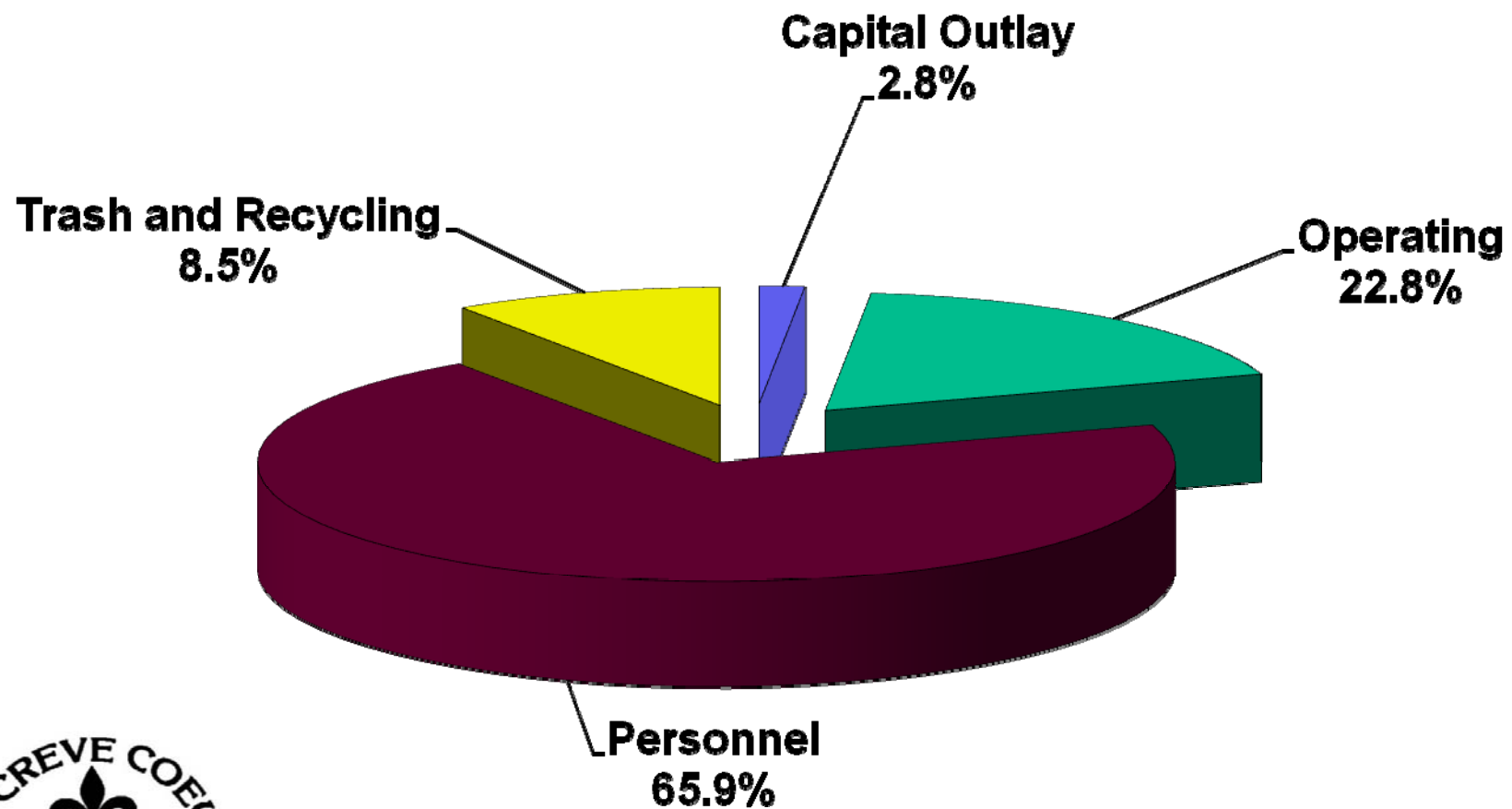
Current Contract Facts

(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

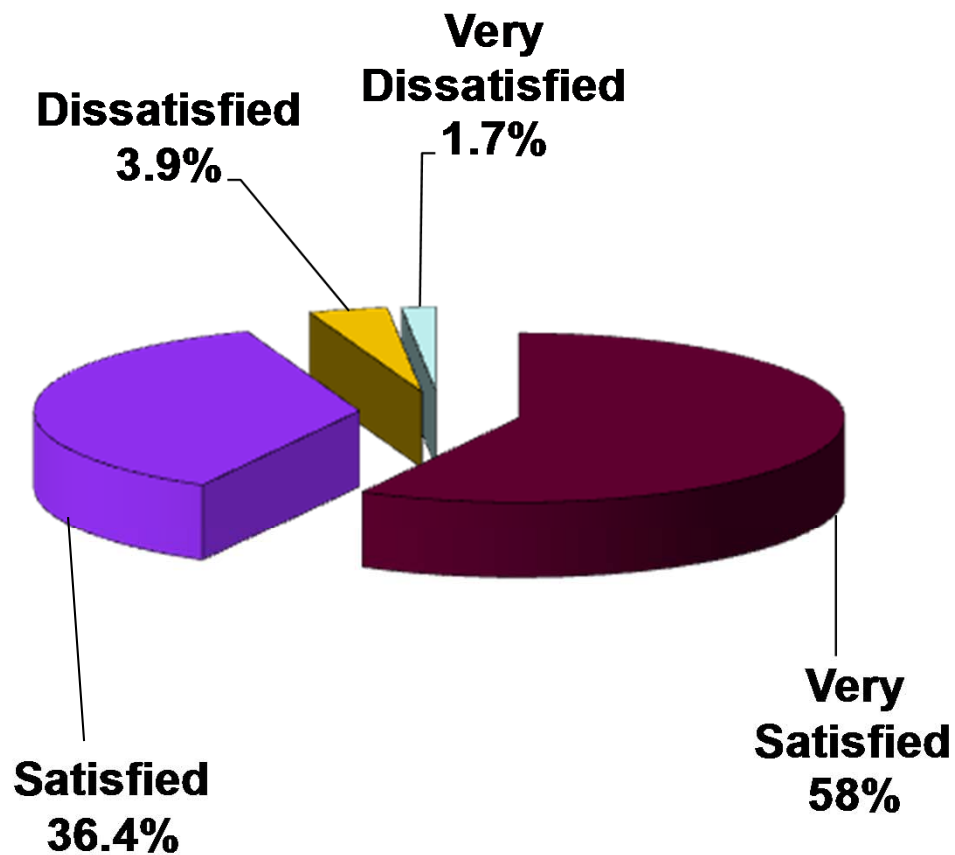


City Survey Results – October 2011

- 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.

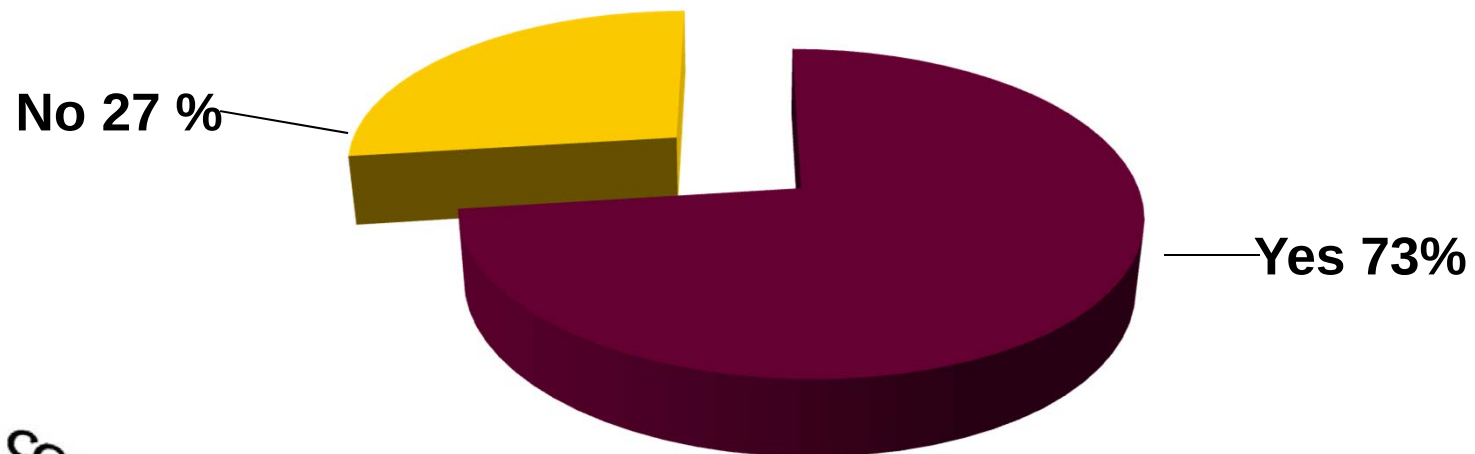


How satisfied are you with the city's current trash pick-up service?



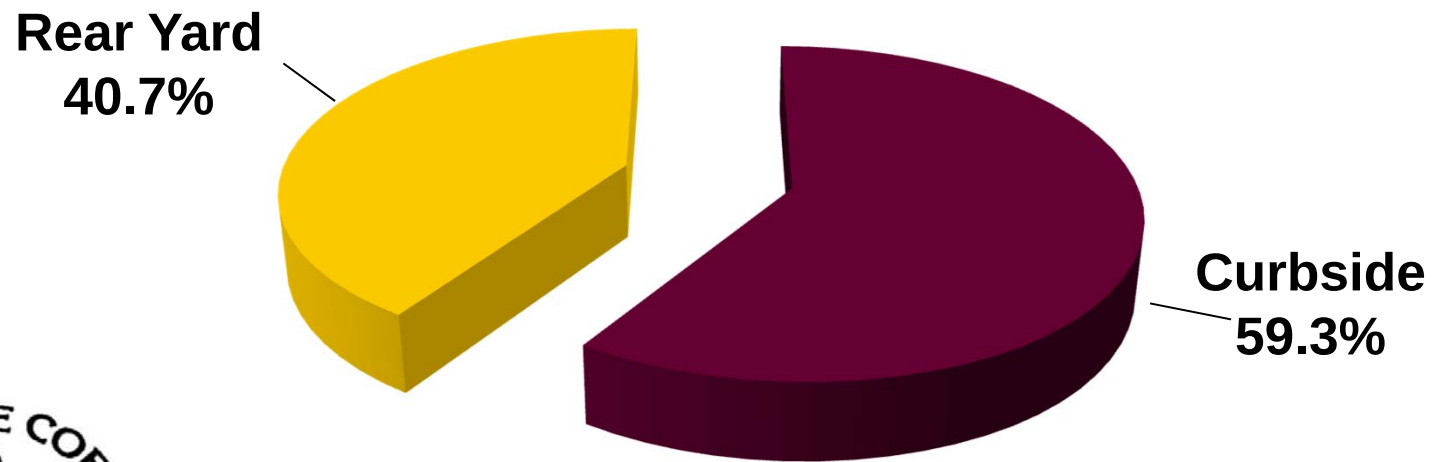
City Survey – October 2011

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?



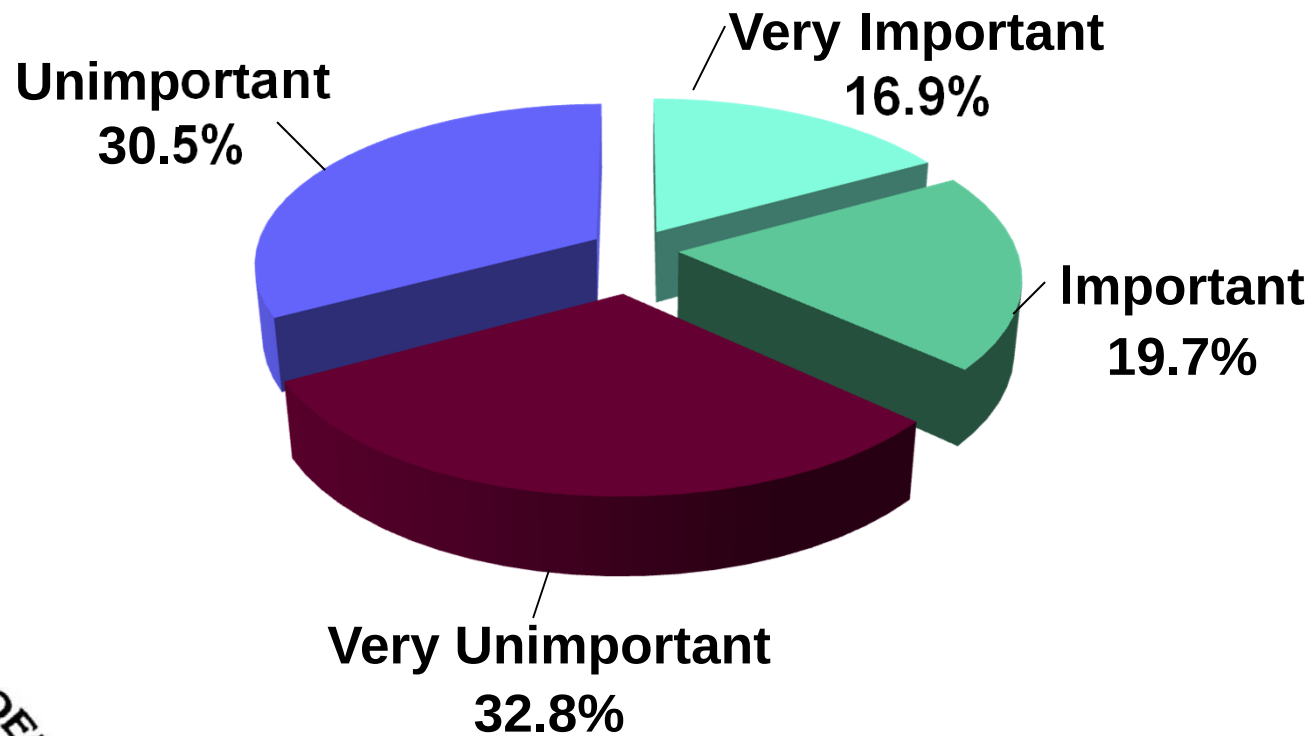
City Survey – October 2011

“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?”

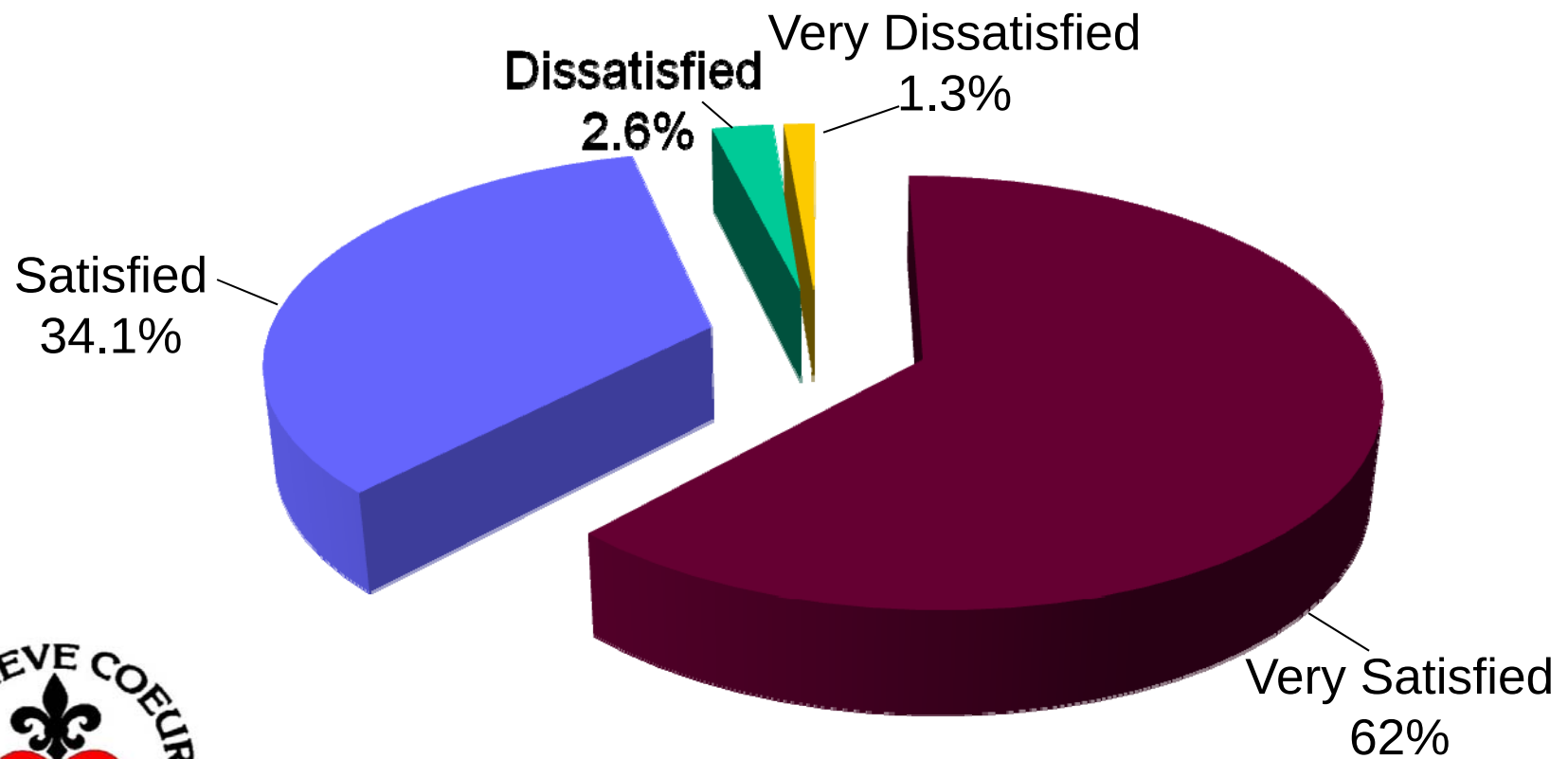


Citywide

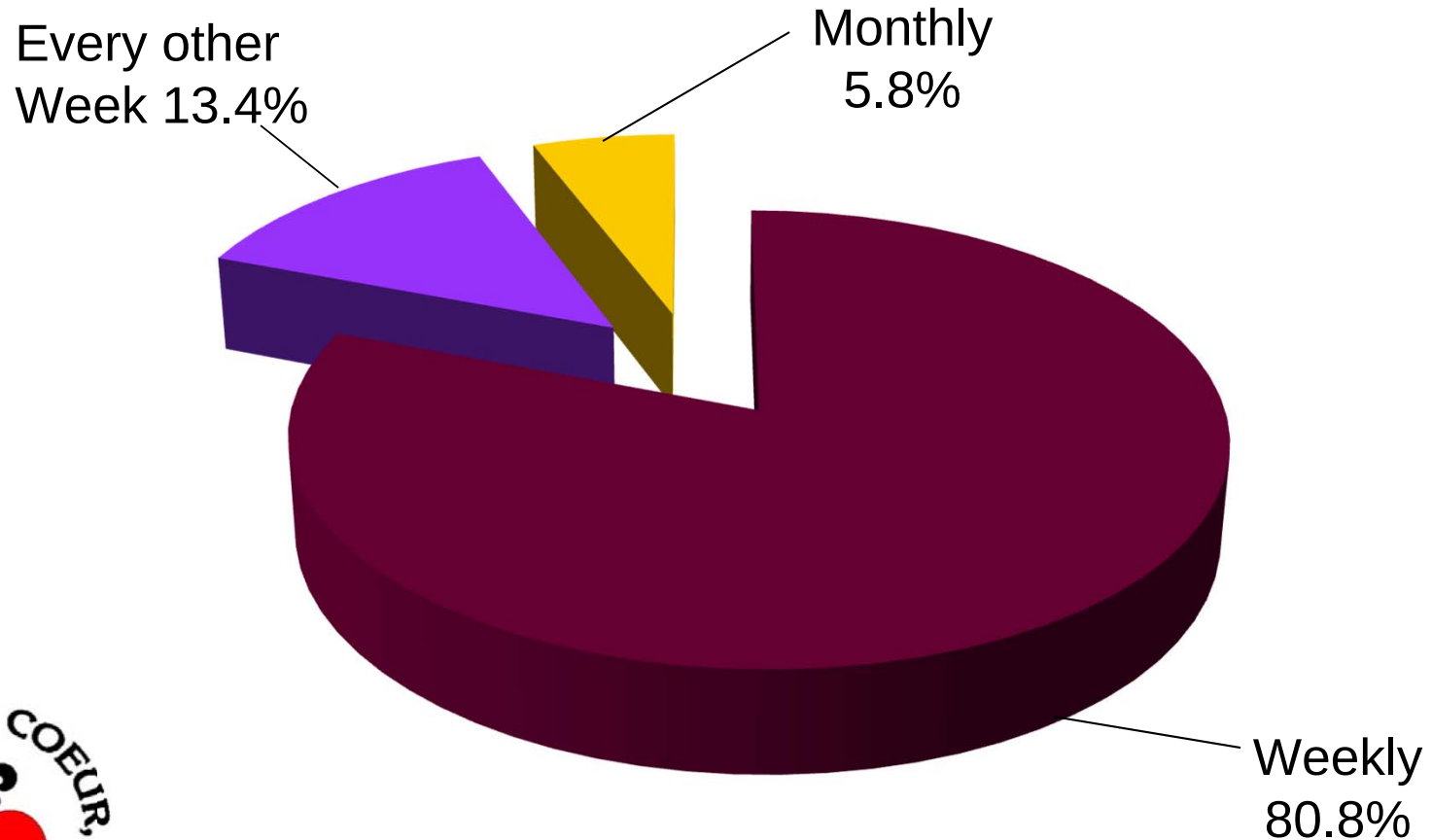
Importance of Free Rear Yard Trash Service



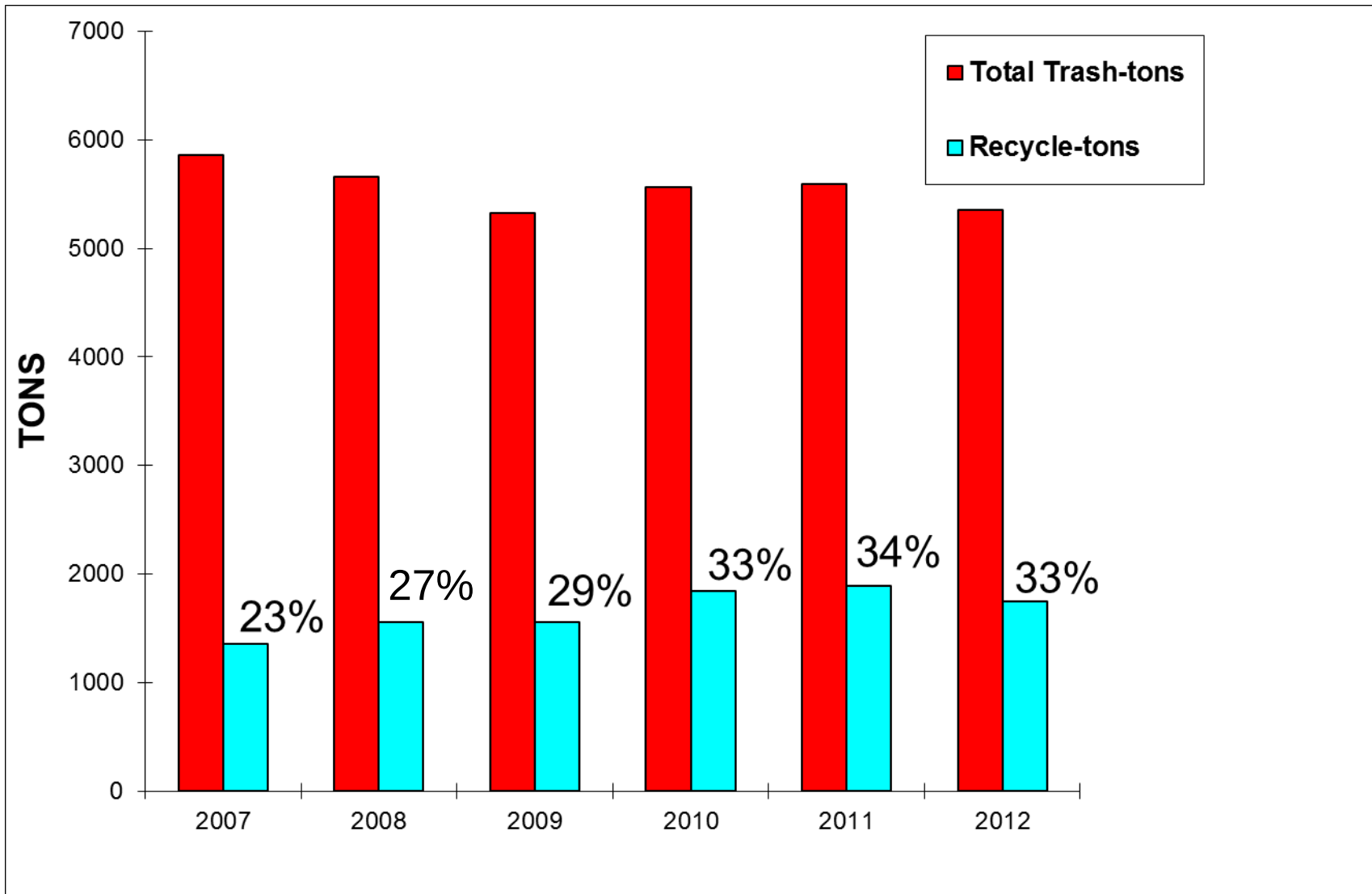
Are you satisfied with the recycling service?



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

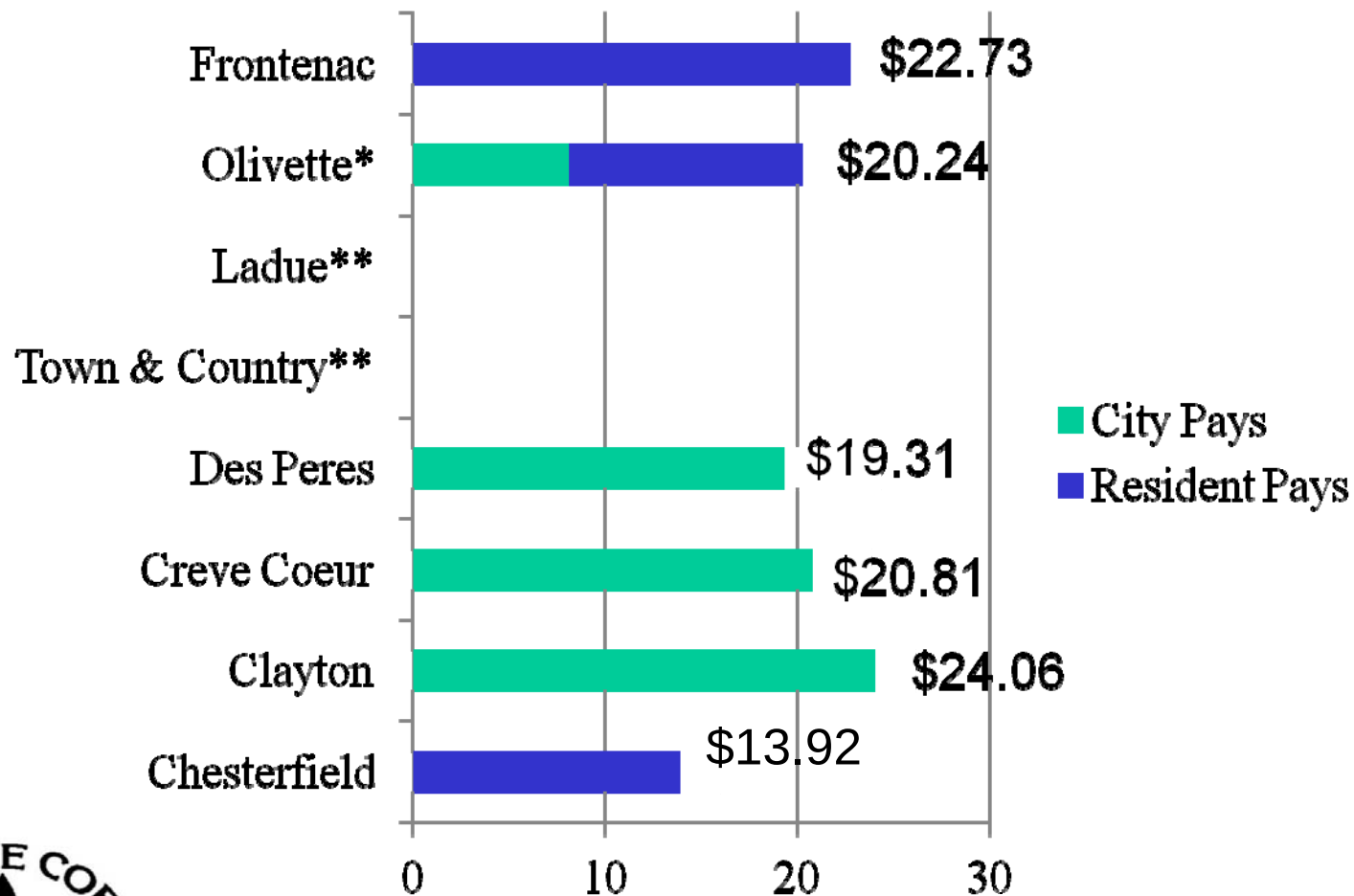
<u>City</u>	<u>Basic Service</u>	<u>Billed To:</u>	<u>Cost</u>
Frontenac	Rear Yard	Resident	\$ 22.73
Olivette	Curbside	City/Resident	\$ 20.24
Town & Country	Service Varies*	Resident	Unknown
Ladue	Service Varies*	Resident	Unknown
Des Peres	Curbside**	City	\$ 19.31
Creve Coeur	Rear Yard	City	\$ 20.81
Clayton	Rear Yard	City	\$ 24.06
Chesterfield	Curbside	Resident	\$ 13.92

* Resident contracts directly with hauler, services vary. Prices unknown.

** Des Peres includes yard waste as part of their basic service. They also offer 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



RESOLUTION NO. 1088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AMENDING THE STREETLIGHT POLICY OF THE CITY AS SET FORTH IN RESOLUTION NO. 439 AND APPROVING INSTALLATION OF STREETLIGHTS IN THE FAIRWAYS SUBDIVISION.

WHEREAS, in 1995 the City established its Street Lighting Policy regarding installation of streetlights in subdivisions by passing Resolution No. 439, and

WHEREAS, the City desires to revise that policy to allow existing subdivisions with underground electric service to pay for the costs of installation of streetlights through the City, rather than only directly to the utility and contractors, and

WHEREAS, the City desires to approve the installation of streetlights in the Fairway subdivision pursuant to such policy as hereby amended,

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

Section 1: The Streetlight Policy as set forth in Resolution No. 439 is hereby amended to allow existing subdivisions with underground electric service the option of paying for the cost of installation through the City, by means of an agreement substantially in the form attached hereto as Exhibit 1, in lieu of paying such costs directly to the utility and contractors.

Section 2: Pursuant to Resolution No. 439 as hereby amended, installation of streetlights in the Fairways subdivision as described on Exhibit 2 attached hereto is hereby approved.

Section 3: This resolution shall become effective upon approval.

ADOPTED THIS 12th DAY OF November, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

STREETLIGHT ESCROW AGREEMENT

THIS STREETLIGHT ESCROW AGREEMENT (the “Agreement”) is made, entered into and effective as of this ____ day of _____, 20__ (the “Effective Date”), by and between the _____ Subdivision, acting through its duly authorized trustees (herein “Subdivision”), and the City of Creve Coeur, Missouri (“City”);

WITNESSETH THAT:

WHEREAS, the Subdivision desires to install streetlights as described in **Exhibit A** attached hereto and dedicate them to the City, and

WHEREAS, upon satisfaction of the requirements set forth in Resolution No. 439 as amended by Resolution No. ____ (herein the “Streetlight Policy”), the City will accept such dedication and the ongoing responsibility for maintenance and operation of the streetlights, and

WHEREAS, pursuant to the requirements of the Policy, Subdivision desires to make a deposit in escrow with the City to secure payment of the costs of installation of the streetlights; and

WHEREAS, the City is willing to accept such deposit on the following terms and conditions;

NOW, THEREFORE, based on the foregoing recitals which are incorporated into this Agreement and the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subdivision shall provide to the City the sum of \$_____, which equals the estimated cost of installation of the streetlights as shown in **Exhibit A**, to secure the cost of installation of the streetlights. City shall use such funds to pay such costs. Upon completion of installation, City shall refund any excess funds (without interest) to Subdivision, and in the event of a shortfall Subdivision shall immediately provide additional funds on demand by the City.

2. Upon completion of installation and payment by Subdivision of any amount remaining due as provided in section 1, and satisfaction of the Streetlight Policy, Subdivision shall be deemed to have dedicated the streetlights to the City and City shall confirm acceptance of such dedication by letter from the Director of Public Works to the Subdivision. Thereafter, City shall be responsible for maintenance and operating costs of the streetlights.

3. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Missouri, without reference to the choice of law principles thereof. In addition to other applicable remedies, in the event of litigation over failure to pay any amount due hereunder, the prevailing party shall recover attorney's fees, costs and expenses incurred therein.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.

5. This Agreement constitutes the entire agreement among the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters.

6. The undersigned trustees represent and warrant that they are duly authorized to execute this Agreement on behalf of Subdivision and that their signature(s) collectively are sufficient to bind Subdivision hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

_____ Subdivision

By:_____, Trustee
(Name:_____)

By:_____, Trustee
(Name:_____)

By:_____, Trustee
(Name:_____)

CITY OF CREVE COEUR

By:_____
(Name and Title)

From: George Krieger [mailto:ghkrieger@gmail.com]
Sent: Wednesday, October 30, 2013 6:15 PM
To: Perkins, Mark C.
Cc: Kreuter, Dave; Cynthia Kramer (ckramer@scopemissouri.org); Langdon. Paul
Subject: Re: 571 Greaser Road

Mr. Perkins,

Thanks for your email. I will attend the next Council and Planing and Zoning meetings and be available to give my thoughts on this tree removal issue.

Best Regards,

George Krieger
Krieger Engineering
10991 Chambray Court
St. Louis, MO 63141
O: 314-567-5278
C: 314-303-7207

On Oct 29, 2013, at 4:30 PM, "Perkins, Mark C." <MPerkins@ci.creve-coeur.mo.us> wrote:

Mr. Krieger,

Councilmember David Kreuter asked me share my thoughts with you regarding the prospect of the city developing a tree preservation ordinance similar to Chesterfield. The Chesterfield ordinance is quite broad, essentially requiring a permit to remove most trees in the city.

<http://www.chesterfield.mo.us/webcontent/plnpwk/docs/treemanual.pdf>

While Creve Coeur currently requires tree preservation upon the subdivision of land, these regulations do not apply to individual lots. Applying such regulations to 'tear downs' is a possibility. However, we average only about 10 teardowns per year, and since most builders see the value in retaining as many trees as possible, I am not sure this is a big problem in the community. One concern is whether such regulation on teardowns could actually result in more tree removal if the property owner is encouraged to remove their trees prior to sale.

Similar to Chesterfield, we could require a permit for essentially all tree removal in the city, but this will represent a huge change in terms of regulation of homeowners as well as a significant new program for the city to administer. We rarely receive complaints from residents regarding tree removal on existing lots.

I have suggested to Mr. Kreuter that if he would like to pursue such an ordinance, this would be an appropriate topic for him to bring to an upcoming Council meeting for initial discussion with the rest of the City Council to ascertain if there is interest in pursuing. I would also encourage you to attend that meeting, as well as share your concerns with the city's Planning & Zoning Commission.

Sincerely,

Mark Perkins
City Administrator, ICMA-CM
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141
314.872.2511
www.creve-coeur.org

From: David Kreuter [<mailto:DKreuter@kgatty.com>]
Sent: Wednesday, October 16, 2013 9:49 PM
To: Perkins, Mark C.
Cc: Cynthia Kramer
Subject: Re: 571 Greaser Road

How are we coming on this one?

Sent from David O. Kreuter's iPhone

On Oct 16, 2013, at 5:24 PM, "George Krieger" <ghkrieger@gmail.com> wrote:

David,

I met the mayor of Ladue at a social function, and engaged her in a conversation regarding removing trees on private property in Ladue. She said they have an ordinance that covers just about all circumstances where home owners or contractors want to remove trees. It may be worth a trip to their city hall for a copy, but then, it may be available on line.

Let me know how you are coming along with something for Creve Coeur.

Best Regards,

George Krieger
Krieger Engineering
10991 Chambray Court
St. Louis, MO 63141
O: 314-567-5278
C: 314-303-7207

On Aug 22, 2013, at 3:08 PM, David Kreuter <DKreuter@kgatty.com> wrote:

Mark:

I will be seeing you and Cynthia tomorrow afternoon. Let's talk about this. George & Christine, thanks for the heads up.

Dave

David O. Kreuter
Kreuter & Gordon, P.C.
7751 Carondelet Ave., Suite 401
Clayton, MO 63105
314-727-2488
314-727-6376 fax

From: George Krieger [mailto:ghkrieger@gmail.com]
Sent: Thursday, August 22, 2013 2:59 PM
To: Cynthia Kramer; David Kreuter; Christine Krieger
Subject: 571 Greaser Road

Ms Kramer and Mr. Kreuter,

Recently, the property at 571 Greaser Road was bought by a developer, Dublen Homes, who plans on building a custom home at that location. I am all for this type of development removing a 65 year old house and building a new house. This improves the neighborhood both financially and esthetically, but do we really need to have a total removal of all trees in order to sell the newly developed property?

Look at the pictures, the trees that were removed, probably 75 to 100 years old, came from the edges of the property and probably did not affect the location of the proposed house.

We talk about how Creve Coeur is going GREEN, but the removal of trees like this does not look good for the neighborhood, or for Creve Coeur if we talk about planting trees as a way to go GREEN. For an example, I think Chesterfield has an ordinance that requires a land owner to obtain permission to remove trees above a certain size. Does Creve Coeur have an ordinance? Maybe we should have something similar? Your comments?

George and Christine Krieger
10991 Chambray Ct.
314-567-5278





Memorandum

To: Mark Perkins, City Administrator, and Paul Langdon, Planning Director
From: Theresa Bradshaw, Public Information Officer and Management Analyst
Date: 11/7/2013
Re: Food Truck Legislation Update

After researching best practices regarding food truck regulation and having received feedback from the City Council as to how Creve Coeur should approach these unique businesses, staff has developed a plan for regulation. The plan is based on staff's understanding of the City Council's previous direction, including:

- A desire to make the process simple and relatively attractive to potential vendors
- Food truck operators will not be limited to particular days of the week
- Vendors will be required to provide proof of insurance and obtain county health permits before the city issues a license

The changes will be reviewed after one year. In order to create a licensing process which matches the previously stated intent of the City Council, staff proposes the following:

- Mobile Food Services is currently a conditional use per Chapter 405, Table A – Permitted and Conditional Uses. A text amendment will be proposed to remove food trucks from the conditional use permitting process. This proposed amendment will be forwarded to the Planning & Zoning Commission, tentatively scheduled for the December 16 meeting.
- Chapter 610 provides for the regulation and licensing of solicitors requiring, in part, that solicitors must:
 - Have a property owner's permission before conducting business
 - Pay a \$25 fee (valid for three months) or a \$100 annual fee
 - Operate within the hours of 9:00 a.m. and sunset or 7:30 p.m., whichever is earlier
 - Have in his/her possession a copy of the Solicitor's License while conducting business in the City of Creve Coeur

Staff will prepare an ordinance amending Chapter 610 and providing for the regulation and licensing of Mobile Food Vendors within this chapter. The revision will include the requirement that Mobile Food Vendors must provide proof of insurance and a copy of a St. Louis County Health Department permit before the city issues a license. The revision would also extend the time during which food trucks can operate to 9:00 p.m. to accommodate special events. The code provides for denial or revocation of a Solicitor's License if the applicant/holder violates

rules and this would remain true for food trucks; if substantial issues arise, the City Council can, at any time, revise the licensing/regulation process or eliminate the program entirely.

If this approach is acceptable, staff will begin the text amendment process and will place the ordinance to amend Chapter 610 on an upcoming City Council agenda.

TRB



MEMORANDUM

DATE: October 24, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: First Quarter FY 2014 Financial Analyses

Attached are the 1st quarter 2014 results for the two major operating funds – the General Fund and the Municipal Enterprise Fund. The significant trends for the 1st quarter are as follows:

1. General Fund

a. Revenues

The revenues for 2014 are increased over those for the same time period in 2013. The increases are primarily in the area of:

Utility Taxes – Payments for September electric and gas gross receipts were received in October in FY2013, while they were received in September for 2014. This timing difference resulted in an increase of Utility Tax revenues for 2014. Otherwise, revenues for 2014 are close to 2013.

License and Permits – The increase in licenses and permits is primarily due to increases in Building permit revenues for the first quarter.

Municipal Court Revenues – Revenues are increased for the 1st quarter of 2014. They are higher in traffic violations and photo enforcement violations and less court fines.

Over all Staff anticipates General Fund revenues being within budget amounts for 2014.

b. Expenditures

Expenditures are anticipated to be below original FY 2014 budget. The only departments that appear substantially outside of prorated amounts are Legislative, Non-Departmental, Municipal Court and Health and Welfare. Most of the variance results from encumbrances of large contracts. These include contracts for photo enforcement, legal services and refuse and recycling. Non-departmental variance is due to 50% of insurance premiums paid in the first quarter.

Overall, Staff anticipates that General Fund expenditures will be less than the budgeted amounts for 2014. These reduced expenditures will result primarily from projected reduced expenditures including personnel vacancies

2. Enterprise Fund

a. Revenues

Revenues for FY 2014 are more than 2013. This increase is all areas of the Enterprise fund including Ice, Golf and Food Services. Golf and Food Services increases result from more usage due to improved weather and new promotional programs. Ice revenue increases appear to result from more timely payment for ice usage.

b. Expenditures

Expenses in the 1st quarter are higher than in FY 2013. The increase in expenses results primarily from the Ice Arena. Increases in Personnel costs, maintenance costs and capital costs have occurred.

Overall Staff projects revenues will be slightly higher than budgeted and expenditures will be within budgeted amounts for FY 2014.

3. Capital Fund

a. Revenues

At this time staff anticipates revenues for the Capital Fund will be close to FY 2014 budget amounts.

b. Expenditures

Capital expenditures need to be increased for the following projects in FY 2014: Chaselle reconstruction and the Golf Course dam projects. This may require some adjustment to the annual capital budget and the 5-Year CIP.

4. Interest Rates

At this time it is projected interest revenues will be at or slightly higher than budgeted.

The Fiscal Year 2013 was a good year. Although it appears sales tax collections for the General Fund in FY 2014 continue to lag, staff continues to anticipate a healthy financial picture for the General Fund now and in the near future. On a positive note, revenues in the Enterprise Fund appear to be increasing.

I would be happy to answer any questions.



City of Creve Coeur
Statement of Revenues and Expenditures
FY 2014
As of September 30, 2013

	Annual Budget	Adjusted Annual Budget	YTD Actual	YTD Encumb	Actual As % of Budget	2013 1st Qtr Actual	2013 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	585,000	585,000	1,713		0.3%	2,589	0.4%
Utility Taxes	6,262,000	6,262,000	1,719,443		27.5%	1,395,766	23.9%
Intergovernmental	6,428,400	6,428,400	1,310,139		20.4%	1,290,585	19.9%
Licenses and Permits	788,575	788,575	219,933		27.9%	177,783	23.0%
Charges for Services	98,625	98,625	23,672		24.0%	24,911	29.8%
Municipal Court	1,672,000	1,672,000	531,750		31.8%	510,114	27.6%
Other Revenues	499,251	499,251	213,578		42.8%	239,309	28.7%
Transfers	0	0			#DIV/0!		0.0%
Total Revenues	16,333,851	16,333,851	4,020,228		24.6%	3,641,057	21.8%
<u>General Fund Expenditures:</u>							
Legislative Services	338,748	338,748	66,103	97,718	48.4%	63,367	17.4%
Administrative Services	782,626	782,626	184,216	33,329	27.8%	199,985	24.1%
Non-Departmental	538,305	538,305	224,558	2,510	42.2%	227,945	48.3%
Maint. of Municipal Prop.	305,761	305,761	76,271	20,160	31.5%	99,332	33.4%
Municipal Court	908,386	908,386	77,800	558,333	70.0%	365,287	40.1%
Finance Department	545,999	545,999	108,090	56,200	30.1%	170,325	33.6%
Police Department	6,878,331	6,878,331	1,503,465	358,370	27.1%	1,790,682	27.1%
Park Maintenance	509,592	509,592	91,836	27,015	23.3%	126,752	25.7%
Community Services	95,768	95,768	26,857		28.0%	12,109	15.8%
Public Works - Admin.	434,616	434,616	93,294	1,055	21.7%	85,475	20.9%
Street Maintenance	1,586,300	1,586,300	309,954	74,837	24.3%	401,945	24.5%
Health and Welfare	1,319,297	1,319,297	218,856	1,096,218	99.7%	1,277,196	99.5%
Community Development	1,184,956	1,184,956	265,789	2,109	22.6%	265,689	23.9%
Total Expenditures	15,428,685	15,428,685	3,247,089	2,327,854	36.1%	5,086,089	33.9%
Total Operating Surplus (-Deficit)	905,166		(1,554,715)			(1,445,032)	
Transfers To Other Funds	3,450,000		0	0		0	
Operating Revenues Over (under) Expenditures	-2,544,834		(1,554,715)			(1,445,032)	



City of Creve Coeur
Statement of Revenues and Expenditures
FY 2014
As of September 30, 2013

	Annual Budget	Adjusted Annual Budget	YTD Actual	YTD Encumb	Actual As % of Budget	2013 1st Qtr Actual	2013 Actual As % of Budget
<u>Municipal Enterprise Fund Revenues:</u>							
Golf Course	429,025	429,025	171,349		39.9%	146,772	35.1%
Food Service	53,700	53,700	23,098		43.0%	16,898	31.5%
Ice Arena	528,050	528,050	105,599		20.0%	88,805	16.7%
Other Revenues	1,200	1,200	40		0.0%	2,503	0.0%
Transfers	0	0			0	0	0
Total Revenue	1,011,975	1,011,975	300,086	0	29.7%	254,978	23.6%
<u>Municipal Enterprise Fund Expenditures:</u>							
Golf Course	493,609	493,609	123,705	2,425	25.6%	126,578	26.3%
Food Service	41,526	41,526	10,775	5,338	38.8%	21,669	46.0%
Ice Arena	485,249	485,249	113,590	2,416	23.9%	87,350	17.8%
Transfers	0	0			#DIV/0!	0	0.0%
Total Expenditures	1,020,384	1,020,384	248,070	10,179	25.3%	235,597	23.1%
Total Operating Surplus (-Deficit)	-8,409		41,837	0		19,381	
Annual Debt Repayment	0		0	0		0	0.00%
Transfers	0		0	0			
Fund Balance Adjustment	(8,409)		41,837			19,381	

SALES TAX 2004-2014

