



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
January 8, 2018
6:30 p.m.

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS**
- E. APPROVAL OF MINUTES**
 - 1. December 11, Regular session minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS**
 - 1. Kathy Caton, Ben Evans, Ryan Patterson and Jen Rieger are appointed to the Loop Special Business District Board by Mayor Welsch
- G. SWEARING IN to BOARDS & COMMISSIONS**
 - 1. Craig Hughes to be sworn in to the Traffic Commission.
 - 2. Kathy Straatmann to be sworn in to the Green Practices Commission.
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**
- I. PUBLIC HEARINGS**
- J. CONSENT AGENDA - (VOTE REQUIRED)**
 - 1. Special Use Permit – Loop Ice Carnival – 2 Day Event (January 13 -14)
 - 2. Annual Dumpster Order
- K. CITY MANAGER'S REPORT**
 - 1. Annual Solid Waste Cart Order
(VOTE REQUIRED)
- L. UNFINISHED BUSINESS**
 - BILLS*
 - 1. **Bill 9348** – AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE PROVISION OF CODE ENFORCEMENT SERVICES – EXPLOSIVES CODE
 - 2. **Bill 9349** – AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE ENFORCEMENT OF THE LAND DISTURBANCE CODE AS ADOPTED BY THE CITY OF UNIVERSITY CITY, MISSOURI

M. NEW BUSINESS
RESOLUTIONS
BILLS

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Q. ADJOURNMENT

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
December 11, 2017
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, December 11, 2017, Mayor Shelley Welsch called the meeting to order at 6:33 p.m.

B. ROLL CALL

In addition to the Mayor, the following members of Council were present:

Councilmember Rod Jennings
Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Terry Crow
Councilmember Michael Glickert
Councilmember Bwayne Smotherson

Also in attendance was Interim City Manager, Charles Adams, and City Attorney, John F. Mulligan, Jr.

Mayor Welsch announced that she would be leaving early to attend a funeral and that Councilmember Crow would preside over the meeting as Mayor Pro Tem.

C. APPROVAL OF AGENDA

Hearing no motions to amend the agenda, Councilmember Glickert moved to approve the agenda as presented. The motion was seconded by Councilmember Smotherson and carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. November 27, 2017, Regular Session minutes were moved by Councilmember Jennings, seconded by Councilmember McMahon and the motion carried unanimously; with the exception of Councilmember Glickert, who abstained due to his absence.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Craig Hughes is nominated to the Traffic Commission as a fill-in replacing Eva Creer's unexpired seat, by Councilmember Smotherson, seconded by Councilmember Carr and the motion carried unanimously.
2. Kathy Straatman is nominated to the Green Practices Commission as a fill-in replacing Richard Juang's unexpired seat, by Councilmember Carr, seconded by Councilmember McMahon and the motion carried unanimously.

3. Rosalind Williams is nominated for **reappointment** to the Plan Commission by Councilmember Jennings, seconded by Councilmember Crow and the motion carried unanimously.

G. SWEARING IN TO BOARDS & COMMISSIONS

1. Kristin Sobotka was sworn into the Urban Forestry Commission at tonight's meeting.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Jeff Hales, 7471 Kingsbury, University City, MO

Mr. Hales expressed his gratitude for Mr. Adams' willingness to serve as the Acting City Manager over the past year. He stated that he could not think of anyone else who would have been better suited to take on this task; which turned out to be a pretty intense responsibility. Mr. Hales stated that from the moment Mr. Adams took this position a sense of equity fell over U City, and he is 100 percent confident that he is leaving everything in a much better place than he found them.

Jan Adams, 7150 Cambridge Avenue, University City, MO

Ms. Adams expressed several objections to the proposed contract to hire a City Manager.

1. The process; which was not open to the public as promised by Council. The one and only public meeting conducted by the Recruiter, Lee Szemborski, was held prior to the commencement of the recruiting process.
2. The terms; which do not reflect a prudent stewardship of taxpayer money based on the absence of a Mandatory Arbitration Clause. This clause is warranted because a simple Google search of Mr. Rose reveals that in 2009, the North Las Vegas City Council paid Mr. Rose a settlement of \$337,000, plus a year of family medical insurance, to release his employment claims against the City. Given that taxpayers have just paid well over \$200,000 to settle the employment claims of Mr. Walker, it is incumbent upon this Council to include a Mandatory Arbitration Clause in the contract to hire Mr. Rose.

Ms. Adams stated this is an example of the inherent conflict of interest created by the current Charter provisions. The City Attorney is hired and fired by the City Manager, thus it is in the City Attorney's best interest to draft a contract that is far more favorable to the new City Manager, and it is against his interest to include this clause which would protect the interest of U City taxpayers. Given that there are two attorneys sitting on this Council, Ms. Adams stated she does not think this is a negligent oversight, but rather, an intentional violation of their fiduciary duty to this City. *(Ms. Adams asked that her written comments be attached to the minutes.)*

Thomas Jennings, 7055 Forsyth, University City, MO

Mr. Jennings stated from his viewpoint, there had been citizen input; a valid selection committee, and Mr. Rose seems to possess the appropriate qualifications to be a first-rate City Manager. Therefore, he would like to express his appreciation to Council for the manner in which this process was executed.

Jeff Hales, 7471 Kingsbury, University City, MO

Mr. Hales echoed the comments made by Mr. Jennings and noted his amazement with the selective memory of some people regarding what the City has been through over the last seven years.

He highlighted several examples of the City's previous quandaries; as well as some that still exist, and stated his hope is that the City will be able to move past these hurdles under the new City Manager's leadership.

I. PUBLIC HEARINGS

1. Liquor License - McKnight Place Assisted Living.

Mayor Welsch opened the Public Hearing at 6:48 p.m. Hearing no requests to speak the hearing was closed at 6:48 p.m.

2. Liquor License - W Karaoke Lounge, 6655 Delmar Blvd.

Mayor Welsch opened the Public Hearing at 6:49 p.m. Hearing no requests to speak the hearing was closed at 6:49 p.m.)

(Mayor Welsch left the meeting at 6:50 p.m., and Councilmember Crow resumed as Mayor Pro Tem)

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Griffin Family Foundation Award RE: K-9 Donation to the University City Police Department. (Informational Only) Rick and Kim

Police Chief Larry Hampton introduced Captain Fredrick Lemons, Canine Officer, Joseph Brewer and the Griffin Family. Chief Hampton thanked the Griffin Family Foundation for their generous donation of a canine, which now puts the City on the right track to assist officers in fighting and deterring crime.

Mrs. Kim Griffin stated it is exciting to be here tonight on behalf of the Ryan Griffin Memorial Scholarship Foundation; a Foundation that was started in 2008, as a means for keeping her son's memory alive after a heroin overdose on April 28, 2007, at the age of twenty. To-date the Foundation has awarded approximately seventy-six, \$1,000 scholarships to both public and private high school wrestlers; a sport her son loved. She stated while this alone has been rewarding, for many years she felt the need to do something that would promote more awareness to this epidemic which has taken far too many of our children's lives. Mrs. Griffin stated the message she received from God was "*Canine Dog*," and a few months later she learned about the City of Wentzville's need for a canine dog. Since 2015, the Foundation has awarded the Cities of Wentzville, Hazelwood, and Wright City, with canine dogs, and tonight, the Foundation would like to present U City with a check in the amount of \$8,000 for the purchase of Canine Rhino. Mrs. Griffin stated she and her family have high hopes that these canines will have a positive impact in these communities to deter the distribution of drugs and aid in saving lives.

The Mayor Pro Tem stated that on behalf of the residents of U City he would like to thank the Foundation for their generous donation, and express the deepest sorrow to the Griffin family for their loss of Ryan. Councilmember Crow commended Mrs. Griffin for having the strength to turn her pain into a desire to help so many other communities in this time of crisis where opioid abuse continues to manifest itself. Thank you so very much.

2. Recommendation of a Liquor License for McKnight Place Assisted Living Facility. Councilmember Jennings moved to approve, seconded by Councilmember Glickert and the motion carried unanimously.

3. Recommendation of a Liquor License for the W Karaoke Lounge, 6655 Delmar Blvd.

Councilmember Jennings moved to approve, seconded by Councilmember Smotherson and the motion carried unanimously.

L. UNFINISHED BUSINESS

BILLS

1. **Bill 9345** – AN ORDINANCE AMENDING CHAPTERS 100 AND 505 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI RELATED TO REGULATIONS FOR RIGHT-OF-WAY MANAGEMENT AND ENFORCEMENT REGULATIONS. Bill Number 9345 was read for the second and third time.
(Right-of-Way Code Amendment relating to Telecommunications Facilities)

Councilmember Carr moved to approve, seconded by Councilmember Glickert.

Roll Call Vote Was:

Ayes: Councilmember Carr, Councilmember McMahon, Councilmember Glickert, Councilmember Smotherson, Councilmember Jennings and Mayor Pro Tem Crow.

Nays: None.

2. **Bill 9346** – AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE ACKERT WALKWAY IMPROVEMENTS. Bill Number 9346 was read for the second and third time.

Councilmember Glickert moved to approve, seconded by Councilmember Carr.

Roll Call Vote Was:

Ayes: Councilmember McMahon, Councilmember Glickert, Councilmember Smotherson, Councilmember Jennings, Councilmember Carr, and Mayor Pro Tem Crow.

Nays: None.

3. **Bill 9347**- AN ORDINANCE FIXING THE COMPENSATION TO BE PAID FOR THE POSITION OF CITY MANAGER. Bill Number 9347 was read for the second and third time.

Councilmember Jennings moved to approve, seconded by Councilmember Carr.

Roll Call Vote Was:

Ayes: Councilmember Glickert, Councilmember Smotherson, Councilmember Jennings, Councilmember Carr, Councilmember McMahon, and Mayor Pro Tem Crow.

Nays: None.

**M. NEW BUSINESS
RESOLUTIONS
BILLS**

Introduced by Councilmember Jennings

1. **Bill 9348**– AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE PROVISION OF CODE ENFORCEMENT SERVICES – EXPLOSIVES CODE. Bill Number 9348 was read for the first time.

Introduced by Councilmember Carr

2. **Bill 9349** – AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE ENFORCEMENT OF THE LAND DISTURBANCE CODE AS ADOPTED BY THE CITY OF UNIVERSITY CITY, MISSOURI. Bill Number 9349 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission Appointments needed
The Mayor Pro Tem stated all appointments have been included in Council's packet.
2. Council Liaison Reports on Boards and Commissions
3. Boards, Commissions and Task Force Minutes
4. Other Discussions/Business
 1. City Clerk Appointment
Requested by Councilmembers Carr and McMahon

Following Council's decision to hire a City Manager, Councilmember Carr stated she encouraged Councilmember Glickert to resume his efforts associated with the appointment of a City Clerk. Somehow the signals got crossed and the announcement was posted prior to Council's ability to make a determination with respect to exactly how the process should be undertaken. She stated that based on the Civil Service Code's suggestion to first look within the City's ranks for suitable candidates, she would make a motion that Council proceeds in accordance with the Code's proposal. The motion was seconded by Councilmember Jennings.

Councilmember Smotherson stated based on the City's previous experience with the external search for a Temporary City Clerk, he would not only agree with Councilmember Carr's motion, but would also add that the individual appointed to fill the position of Acting City Clerk, has in his mind, been overwhelmingly successful. There seems to be no question that the public, Council, and staff, are all happy with her performance.

The Mayor Pro Tem stated while he appreciates the comments made by his colleagues, and certainly has the utmost respect for the current Acting City Clerk and all the work she has performed, he would like to make sure everyone understands that an internal search should be broad and extended to any employee that would like to be considered for the position.

Voice vote on Councilmember Carr's motion carried unanimously.

Councilmember Carr stated the proposed Job Description appears to be pretty much in line with the 2007 profile, with one exception. The second bullet point under "Experience and Training," states, "Bachelor's Degree strongly preferred." She stated that in this instance, she sees no reason to use the word "strongly," since it is either preferred or not preferred. Therefore, her motion would be to remove the word "strongly" from the Experience and Training Requirements; seconded by Councilmember Glickert and the motion carried unanimously.

Councilmember Glickert stated he would also like to add a time schedule that everyone could agree on.

The Mayor Pro Tem stated although he is uncertain about the correct procedure to follow, his assumption is that Council would instruct the City Manager, through the Director of Personnel, to post the job announcement at their earliest convenience.

Councilmember Glickert stated originally it was decided that Ms. Cannon, the Director of Personnel, would be the gatekeeper, and thereafter, she would disseminate informational envelopes to members of Council for discussion. Mr. Adams concurred with Councilmember Glickert's statement and stated that the announcement would be posted immediately and encompass a short turnaround period.

Point of Information: Councilmember Carr asked what would be contained in the envelopes to Council? Councilmember Glickert stated the package would contain each applicant's Curriculum Vitae and the results of their clerical exam.

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Councilmember Glickert stated he has known Chucky-Baby for at least 40 years, so he would like to thank him for his service to the City and wish him Godspeed.

Councilmember Jennings expressed his appreciation for Mr. Adams' service, leadership, friendship, and character that has deemed him to be a positive role model for both young and old. So he would like to wish Charles and his wife happiness and success in all of their future endeavors.

Councilmember Smotherson congratulated Mr. Adams on the performance of a job well done. He stated that he used to beat Charles up pretty bad during their basketball days, but now, simply would like to thank his friend for all of the help and advice he has given him throughout the years.

Councilmember Carr joined her colleagues in expressing her appreciation for a man who has always, in her opinion, been a consummate professional throughout the time she has known him. She stated it has been an absolute pleasure to work with Mr. Adams, who exceeded all of her expectations during this interim period. And therefore, would urge him not to become a stranger to City Hall.

Councilmember McMahon congratulated Mr. Adams on his second retirement from U City and stated his only request is that Charles retain his emergency phone for a little while, in the event Council needs to call on him one more time.

Councilmember McMahon stated Mr. Adams' leadership took this City from Point A to Point B, and for that, he is extremely grateful.

The Mayor Pro Tem stated it is important for everyone to recognize during this special time of the year; especially after the events that occurred in New York today, and the impending Senate race tomorrow, the need to not only reflect on the things that have brought and continue to bring this community together, but to share those thoughts with their friends and neighbors.

Having known Charles for some time, Councilmember Crow stated he doesn't think he has ever seen him more uncomfortable than he is tonight because his work has never been based on the receipt of accolades. Charles has probably lived in U City longer than most of the people in this room; served on this City's police force for 43 years; is an extremely humble man, and during this past year and some very contentious times, he thinks everyone would have to admit they could not have asked for a more patient and even-handed Interim City Manager. But on a broader context, while talking to his wife, she stated her husband's life's work has been to make U City a safe place for everyone to live. And he is just not sure that it gets any better than that. So what he would like his good friend to know is that in his eyes, he is a gentleman and a man of integrity who has served his City well. Thank you so very much.

Q. ADJOURNMENT

The Mayor Pro Tem wished everyone a wonderful holiday and closed the City Council meeting at 7:14 p.m.

LaRette Reese
Interim City Clerk

COUNCIL COMMENTS – DECEMBER 11, 2017

I rise to object to the proposed contract to hire our City Manager. I have two objections: 1) the process, which was not open to the public as promised by all of the Council Members who are now the “new majority”; and 2) the terms which do not reflect a prudent stewardship of tax payer money and lack a mandatory arbitration clause.

As to the process, I attended the one and only public meeting which was conducted by Lee Szymborski, the Recruiter. That meeting was held before he began the recruiting process and he merely asked members of the audience what qualifications they were looking for. After that meeting, every other step of the process was behind closed doors. There has been no public disclosure of any other people who had applied for the job, nor the names and resumes of those who were interviewed and no prior publication of Mr. Rose’s CV nor any transcript of his interviews. So, even though the new members of council have been critical for over 7 years regarding the process used to hire Lehman Walker, their process has been fundamentally the same.

A mandatory arbitration clause is warranted because a simple Google search of Mr. Rose reveals that in 2009 the North Las Vegas City Council paid Mr. Rose a settlement of \$337,000, plus a year of family medical insurance, to release his employment claims against them. Given that we taxpayers of UCity have just paid out well over \$200,000 to settle the employment claims of Mr. Walker, it is incumbent on this Council to include a mandatory arbitration clause in the contract which hires Mr. Rose. Once again, this is an example of the inherent conflict of interest created by our current Charter. The City Attorney is hired and fired by the City Manager. Thus, it is in the City Attorney’s best interest to draft a Contract that is far more favorable to any new City Manager and against his interest to include a mandatory arbitration clause, which would protect the interest of UCity taxpayers. Given that there are two attorneys sitting on this Council, I do not think this is a negligent oversight, rather it is an intentional violation of their fiduciary duty to the City.


Jan Adams, 7150 Cambridge Ave.



Council Agenda Item Cover

MEETING DATE: January 8, 2018

AGENDA ITEM TITLE: Loop Ice Carnival - 2018

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: NO

BACKGROUND: The Loop Ice Carnival is an annual event that takes place in the University City Loop area and surrounding side streets. The event is being promoted as a family safe activity for all to enjoy in the University City Loop area. With the unfortunate events of this past summer Mr. Edwards, Chairman, wants to help the businesses in the Loop attract more patrons to the area to enjoy all types of festivities during this event.

In the past this event has only been for one day during the beginning of January. This year the committee is requesting the event be allowed for two days, January 13th and 14th 2018. Certain streets will be partially closed both days for the certain events that will be hosted on that street. The areas include Westgate Avenue— partial closure, Limit Avenue— partial closure, and Leland Avenue partial closure. Police, Fire, Community Development, and Public Works and Parks Departments have all signed off on approval for the event.

RECOMMENDATION: According the city code all two day special events must have council approval. It is recommended that the City Council approve the Loop Ice Carnival two day event for 2018.

ATTACHMENT: Special Use Permit.



Public Works and Parks Department

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0894

APPLICATION FOR SPECIAL USE PERMIT

NOTICE TO PERMIT APPLICANT

- This application form is to be used for all events located in the City's public right-of-way or on public property (parking lot, etc.), except for block parties and events in a City park or facility.
Completed application must be submitted to the Department of Public Works and Parks a minimum of 45 calendar days prior to the date of the event scheduled.
Submit this application, required attachments and a \$25 application fee (check made to City of University City) to the Department of Public Works and Parks, 6801 Delmar Boulevard, University City, MO 63130

fee waived traditionally

6504 Delmar: Frozen Buns Runs 5K & 10K (U. City Police have route info)
500 block of Limit Ave. closed for Frozen Turkey Bowling
Location of Event: 500 block of Westgate closed for Ice Slides for children
11-22-17
Application Date: Leland closed between Delmar & Loop North for Zip Line rides for families.
Name of Event: 13th Annual Loop Ice Carnival Date of Event: Jan. 13-14, 2018

Type of Event: [X] Run [] Walk [X] Festival [] Other:

Set-Up Time: 8:00 A.M. or P.M. Date: Jan. 12, 2018 on Leland; Jan. 13, 2018 other locations

Tear-down Time: 8:00 A.M. or P.M. Date: Jan. 14, 2018

Actual Start Time of the Event: 10:00 A.M. 8:00 P.M. Jan. 13, 2018/19

Actual End Time of the Event: 6:00 10:00 P.M. Jan. 14, 2018

Note: Events longer than 12 hours may require City Council approval.

Starting Location of Event: please see above

Ending Location of Event: " " "

Estimated Number of Attendees: 12,000+ Estimated Number of Vendors: Two or more

Estimated Number of Performers: 25 Estimated Number of Vehicles: Four

Person/Organization Making Application:

Name: Loop Special Business District, Joe Edwards, Chairman

Phone: 314-727-0110 direct office

Residential or Business Address: 6504 Delmar, 63130

E-Mail Address: loopbizonly@gmail.com

Event Organizer (Must be an individual that is responsible for the event and who will be on-site during the event in case of an emergency):

Name: Marc Mendolia

Title: Partner at Downey Events

Phone Number: (during event): 314-769-4727 cell

Residential or Business Address: c/o 6504 Delmar, 63130

E-Mail Address: marcmenndolia@gmail.com



Public Works and Parks Department

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8580, Fax: (314) 862-0884

Describe the proposed event and state its purpose:

13th Annual Loop Ice Carnival

Positive Winter-Themed weekend event to highlight the Delmar Loop and encourage people to visit the area and return throughout the years.

Will the event close any streets? If streets are going to be closed, please attach a drawing or map of area and a detailed traffic control/detour plan. NOTE: Proposed closing of any state or county routes require appropriate approval.

Yes. Enclosed.

Proposed Route or Layout of event: (Please attach a drawing or map of area.)

Enclosed (U. City Police have the 5K & 10K route information already)

Describe the Event Equipment included in Layout (tents, tables, chairs, stages, portable restrooms, banners, cooking equip, trash and recycling containers etc.):

Inf56 tent (10x10 portable tent) near the Chuck Berry statue.

Zip Line along Leland, Ice Slides on Westgate, Frozen Turkey Bowling on Limit Ave.

Do you plan to use amplified sound? Yes No (if yes, applicant will need an Amplified Noise Permit)

Please detail sound system: DJs for 5K & 10K runs, at Limit Ave. for bowling event.

Will alcohol be sold? Yes No (If yes, applicant need to apply for a Picnic License)

Will food be served? Yes No (if yes, applicant need to apply for a County Temporary Food Establishment permit)

Do you need to reserve parking metered spaces? Yes No (if yes, applicant need to rent Parking Meters spaces through the University City Police Department office)

U. City always waives this aspect.

Terms and Conditions

As a condition of approval of this Application, the applicant agrees to indemnify, defend and hold harmless the City of University City and all of its officers and employees against any and all suits, causes of action or claims for injuries, damages, costs and expenses to persons or property, whether public or private, that may arise out of, or be constituting a part of the event. The applicant agrees to discharge any and all judgments that may be rendered against the City of University City or its officers and employees in connection with any suit, cause of action, or claim after the judgment becomes final and unappealable.

I have carefully read and will abide by the foregoing Application and Terms and Conditions and swear that statements I made therein are true and correct to the best of my knowledge and belief. Signature is required before approval will be granted.

Applicant Signature:

Joe Edwards

Date:

Joe Edwards

11-22-17

Print Name:

Supplemental Material (as needed):

Street Closure Plan

Amplified Noise Permit

Picnic License

Neighbor/Business notification letter

Parking Meter Rental Form (if applicable)

Detour Routing Plan



Public Works and Parks Department
6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8568, Fax: (314) 862-0684

APPLICATION FOR SPECIAL USE PERMIT - NOTIFICATION

The City requires applicants to notify residents and/or business "districts" where the event will be taking place.

In effort to ensure interested parties are aware of the proposed event, please submit this form with the application.

Name of Applicant: Loop Special Business District
Name of Event: 13th Annual Loop Ice Carnival
Date of Event: Jan. 13-14, 2018

I, Loop SBD, Joe Edwards, Chair (applicant) have notified parties and organizations who may be interested or impacted by the above event in writing. The following organizations, residents, subdivisions, business associations, etc. were contacted: & email newsletters

(Add additional lines if necessary)

- 1. Loop SBD, all businesses & property owners Support: Yes No
- 2. _____ Support: Yes No
- 3. _____ Support: Yes No
- 4. _____ Support: Yes No
- 5. _____ Support: Yes No

Please attach a copy of the notification (letter, e-mail, flyer, postcard, etc.) and any response received.

People are excited and look forward to the busiest day of the year!





TRINITY

NORTH



KINGSLAND



University City - City Hall

University City Public Library

- Future Retail
- T-Mobile
- Future Retail
- Future Retail
- Which Wich
- The Vault
- Craft Alliance Center of Art + Design

- Salon K
- U-City Grill
- Cicero's Restaurant & Entertainment Plex
- The Melting Pot
- Jimmy John's
- Público
- St. Louis Bubble Tea
- Future Retail
- Midtown Farmers Market
- Randolf's Italian Kitchen
- Seoul Taco
- Club Fitness (2nd floor)
- Answers.com (3rd floor)

- McArthur's Bakery Cafe
- Pitaya
- Commerce Bank
- Vintage Vinyl
- Sunshine Daydream
- Snow Factory St. Louis
- Vapor Exchange
- Wong's Wok
- Future Retail
- Taj Mahal
- Future Retail
- Shawarma King

- Prettikat Boutique
- Enigma Tattoos
- Sole and Blues
- Corner 17
- Joy Luck Chinese Express
- Starbucks
- Pit's
- Chuck Berry Statue

CENTENNIAL GREENWAY BICYCLE PATH

- Salt + Smoke BBQ
- Copper Hinge - Small Batch Eyewear
- Compagnere Gallery of Art and Gallery Framing
- Artisans at Compagnere
- GoMusicSTL
- Ranoush Middle Eastern Restaurant

- Al-Tarboush Deif
- Blue Ocean Sushi Restaurant
- El Maguey Mexican Restaurant
- Phoenix Rising
- FroYo

- Create Space
- Three Dog Bakery
- OSD: A Style Lab
- Parking Garage
- Future Retail

- Iron Age Tattoo
- Three Kings Public House
- Loop Living Furniture
- Insomnia Cookies
- Snarf's

- Milano Hookah Lounge
- Subterranean Books
- Funky Buddha
- Flowspring Crafts
- Mesuggah Cafe
- Loop Luke Salon & Spa
- Third Eye Tarot Reading
- Angel Band Project (3rd floor)
- Peacock Diner

*Start of SK & DK
Frozer & Bunz Ruler
University Monday
only*

Ice Sides

esp Line ride

*Frozer
Tunkey
Bowling*



Charles Adams, Acting City Manager

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 506-8534, Fax: (314) 863-9146

December 16, 2016

Jessica Bueler
Loop Marketing Director
6504 Delmar Blvd.
St. Louis, MO 63130

Dear Ms. Bueler:

This letter serves as approval to have the Annual Loop Ice Carnival on Saturday, January 14, 2017 from 10:00am to 6:00pm. Please find attached the approved special use permit containing all the details about this event.

Per the attached permit the City grants permission to put "No Parking" notices on parking meters on both sides of the street in the 500 block of Westgate Avenue, the 500 block of Limit Avenue and Leland north of Delmar to Loop north on Saturday, January 14th from 2:00am to 6:00pm.

The City also grants permission to close off Leland north of Delmar to Loop north on Friday, January 13th beginning at 8:00am for Zip Line set-up.

Permission is also granted to have amplified sound provided by a DJ from 9:00am to 5:00pm. Music will set-up at three locations along the route.

Please contact Ewald Winker at 314-505-8618 to arrange delivery of barricades for Friday, January 13th and pick up on Saturday, January 14th, 2016.

We wish you a safe and successful event.

Sincerely,

Charles Adams
Acting City Manager

/lr

cc: Larry Hampton, Police Chief
Adam Long, Fire Chief
Sinan Alpaslan, Director of Public Works and Parks
Andrea Riganti, Director of Community Development



Exhibit A

17123015

LTC - Right of Way Temporary Work Permit

This permit must be submitted by 5:00 P.M. on Tuesday prior to the work week requested

email to: rowworkpermit@looptrolleycompany.org

Trolley Dispatch Center 314-439-1598

Safety Department 314-725-2115 ext. 7004

Company: East Loop C.I.B.

Date: 11-22-17

Requester: Joe Edwards

Email Address: loopbizonly@gmail.com

Office: 314-727-0110 Cell: _____

Fax: 314-727-1288

(In Lieu of Email Address)

Contractor's LTC Contact: Kevin Barbeau

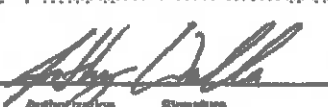

Description of work to be performed and equipment and tools to be used:

13th Annual Loop Ice Carnival. South parking lane from 6152 Delmar to 6174 Delmar. (See attached sheet to Street Dept.) Events will take place on Jan. 13, 14, 2018. They will not interfere with Trolley operations. This application is for the East Loop just east of Skinker Blvd.

Will personnel or equipment be within 10ft from center of adjacent track at all times?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Will any equipment or tools be performed the bond by contractor?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Will work or equipment be within 10ft of the adjacent overhead contact wire at all times?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Have you received an approved permit from the City?	submitted
Is the work described above being performed under a LTC contract?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Date(s) Work Performed:	Start Date: <u>Jan. 13-14, 2018</u>	Finish Date:	<u>Jan. 13-14, 2018</u>
Enter Time in 24hr. Format:	Start Time: <u>1000</u>	End Time:	<u>1700</u>
Work area by Location: <u>see above</u>	Equipment: <u>barricades provided</u>		
N/A Track to be affected:	Track 1 Westbound <input type="checkbox"/>	Track 2 Eastbound <input checked="" type="checkbox"/>	Both Tracks <input type="checkbox"/>

I understand that before entering the LTC Right-of-Way, and prior to the start of any work, permission must be obtained from Trolley Dispatch Center (TDC) via a LTC issued portable radio on the appropriate Operations channel for my work location. I understand all workers and equipment must remain 10ft. or more from the center of the nearest track at all times. If at anytime 10ft. cannot be maintained a restriction is required and the Contractor is responsible for having a LTC Certified Flagperson present with traffic controls in place. If LTC radio fails TDC should be reached by phone at 314-439-1598.

LTC Details

Safety	Training Complete?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Cones	<input type="checkbox"/>	Power Tools	<input type="checkbox"/>
	Power Down Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Barricade	<input type="checkbox"/>	Sign Signs	<input type="checkbox"/>
	Ground Strap	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	PPE	<input type="checkbox"/>	Hand Tools	<input type="checkbox"/>
	Track Vehicle	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
	Traffic Plan	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Work is Approved?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Authorizer Signature			Date	<u>12-5-17</u>
Operations:	Restriction	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Track Out of Service <u>W</u>			
	RFIDs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Track #1	<input type="checkbox"/>	Track #2	<input type="checkbox"/>
	Moving Crew	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
	Signal Track	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			Date	<u>12-13-17</u>



Public Works and Parks Department
6801 Delmar Boulevard, University City, Missouri 63130. Phone: (314) 605-8560, Fax: (314) 862-0894

FOR OFFICE USE ONLY

APPLICATION SUBMITTAL DATE: 11/22/2017 EVENT DATE: 01/13 & 14/2018
Must be at least 45-days difference

INTAKE NAME: Sinan Alpaslan
Complete Application: Yes No Application fee (\$25) Yes No
Attachments (Site plan, route plan, notification process, etc.) Yes No

Note: All Signatures are required for approval

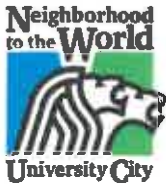
L. Hampton Approved Denied Approved with conditions Date Rec'd. 11/28/2017
 Larry Hampton, Police Chief
 Department Event Contact: Capt. Fred Lemons 314-505-8661
 Approval Conditions: _____

Alpaslan Approved Denied Approved with conditions Date Rec'd. _____
 Sinan Alpaslan, Director, Public Works and Parks
 Department Event Contact: Ewald Winker, Parks Superintendent 505-8618
 Approval Conditions: _____

Andrea Rigetti Approved Denied Approved with conditions Date Rec'd. 12/20/17
 Andrea Rigetti, Director, Community Development
 Department Event Contact: _____
 Approval Conditions: _____

Adam Long Approved Denied Approved with conditions Date Rec'd. _____
 Adam Long, Fire Chief
 Department Event Contact: ON GUTS, BATTALION CHIEF @ (314) 393-9735
 Approval Conditions: _____

Approved Denied Approved with conditions Date Rec'd. _____
 Charles Adams, Interim City Manager
 Department Event Contact: _____
 Approval Conditions: _____



Department of Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-0694

Meeting Date: January 8, 2018

Agenda Item Title: Annual Dumpster Order

Agenda Section: Consent Agenda

Can This Item Be Rescheduled: Yes

Background: Bids were requested to purchase trash dumpsters. Funds are available in the Solid Waste Fund budget to cover the cost of the containers. \$53,000 is budgeted for the annual dumpster order.

A request for bids was advertised on the website and in a local newspaper on November 16, 2017. The bids were due on November 29, 2017 and opened. The City specified 2, 3, and 4 cubic yard trash dumpsters in the bid request. Three bids were received from two companies as tabulated below:

Company	Dumpster Brand	Size	Price	Quantity	Subtotal	Total
Downing Sales and Service	Roll Offs of America (welded hooks)	2 yd ³	\$464.00	25	\$ 11,600	\$33,040
		3 yd ³	\$520.00	30	\$ 15,600	
		4 yd ³	\$584.00	10	\$ 5,840	
Kelly Equipment	Wastequip (welded hooks)	2 yd ³	\$562.00	25	\$ 14,050	\$39,110
		3 yd ³	\$615.00	30	\$ 18,450	
		4 yd ³	\$661.00	10	\$ 6,610	
Kelly Equipment	Wastequip (bolted hooks)	2 yd ³	\$675.00	25	\$ 16,875	\$45,465
		3 yd ³	\$699.00	30	\$ 20,970	
		4 yd ³	\$762.00	10	\$ 7,620	

Recommendation: It is the City Manager's recommendation to accept the bid submitted by Downing Sales and Service in the amount of \$33,040 for the 2, 3, and 4 cubic yard containers in the quantities shown above.

Attachments:

- Dumpster bids
- Example images of dumpster sizes (proposed dumpsters are slightly different)
- Specifications of proposed dumpsters

This purchase has followed the City's procurement policy and has been approved by the Finance Department.

**2, 3, 4 Cubic Yard Dumpster
BID FORM**

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCK-LOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
2 Cubic Yard Dumpster	Roll Offs USA Model #S2	56	56	\$464.00 Each*
3 Cubic Yard Dumpster	Roll Offs USA Model #S3H	36	36	\$520.00 Each*
4 Cubic Yard Dumpster	Roll Offs USA Model #S4	28	28	\$584.00 Each*

***Containers Must Be Ordered & Shipped In Truckload Quantities. Sizes May Be Mixed. If Partial Truckload Quantities Are Ordered, Additional Freight Will Apply. Customer Responsible For Unloading**
Please indicate any discrepancies between your proposal and the specifications above:

Serial Number Plates Do Not Have Bar Code

One (1) Year Manufacturer's Warranty Applies - See Attached

Company Name: Downing Sales & Service, Inc.

Signed:  Date: 11-29-17

Printed Name: Harry Gaab

Title: Sales Representative

Phone Number: 417-589-6227 E-mail: downing@downingsales.com

Address: 3 Indigo Road, Phillipsburg, MO 65722

Is your company MBE or WBE? YES X NO

**Downing Sales & Service, Inc. is 100% Woman Owned.
Currently we do not have certification.**

**2, 3, 4 Cubic Yard Dumpster
BID FORM**

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCK-LOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
2 Cubic Yard Dumpster	Wastequip SEL 2 yard EMCO Belt	100	20	\$ 675
3 Cubic Yard Dumpster	Wastequip SEL 3 yard EMCO Belt	50	20	\$ 699
4 Cubic Yard Dumpster	Wastequip SEL 4 yard EMCO Belt	20	20	\$ 762

Please indicate any discrepancies between your proposal and the specifications above:

See exemption sheet

Company Name: Kelly Equipment

Signed: Kathleen Saunders Date: 11/27/17

Printed Name: Kathleen Saunders

Title: Sales Manager

Phone Number: 314-941-4158 E-mail: Ksaunders@kellyequip.com

Address: 1182 295th Ave
Fort Madison, IA 52627

Is your company MBE or WBE? YES NO

**2. 3. 4 Cubic Yard Dumpster
BID FORM**

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCK-LOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
2 Cubic Yard Dumpster	Wastegrip SEL 2 yard Emco Weld	32	20	\$ 562
3 Cubic Yard Dumpster	Wastegrip SEL 3 yard Emco Weld	32	20	\$ 615
4 Cubic Yard Dumpster	Wastegrip SEL 4 yard Emco Weld	20	20	\$ 661

Please indicate any discrepancies between your proposal and the specifications above:

See exemption sheet

Company Name: Kelly Equipment

Signed: Kathleen Saunders Date: 11/27/17

Printed Name: Kathleen Saunders

Title: Sales Manager

Phone Number: 314-941-4158 E-mail: Ksaunders@kellyquip.com

Address: 1682 295th Ave

Fort Madison, IA 52627

Is your company MBE or WBE? YES _____ NO



ROLL OFFS of America

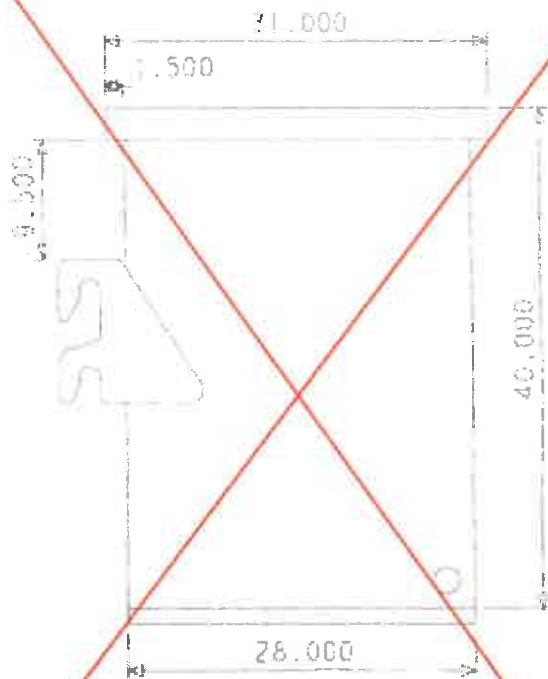
Side Load Containers

Side Load Specifications:

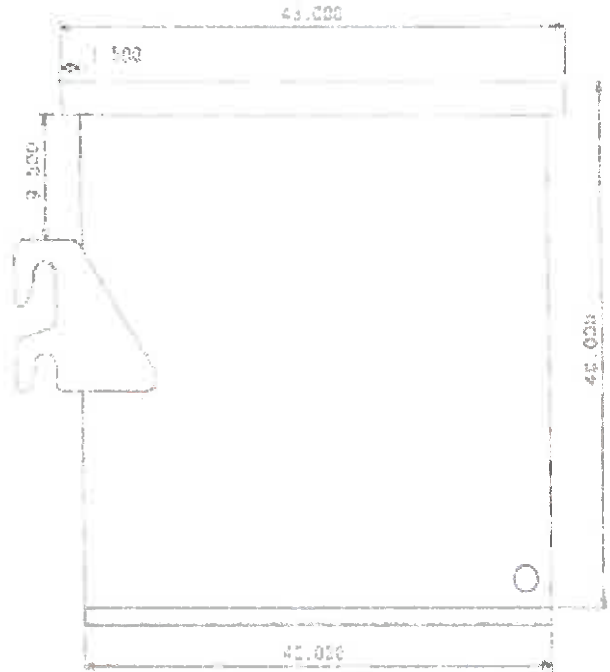
- 12 ga. Body Panels
- 12 ga. Floor
- 1 ½" x 2 ½" Structural Tubing on Top Rails
- 10 ga. Bottom Runners
- Hookup Options
 - Pak Mor Arms
 - Emco Hooks
 - Others available upon request
- Lid Options
 - 3 pc Plastic
 - ½ Metal with 2/plastic lid
 - All Metal lids



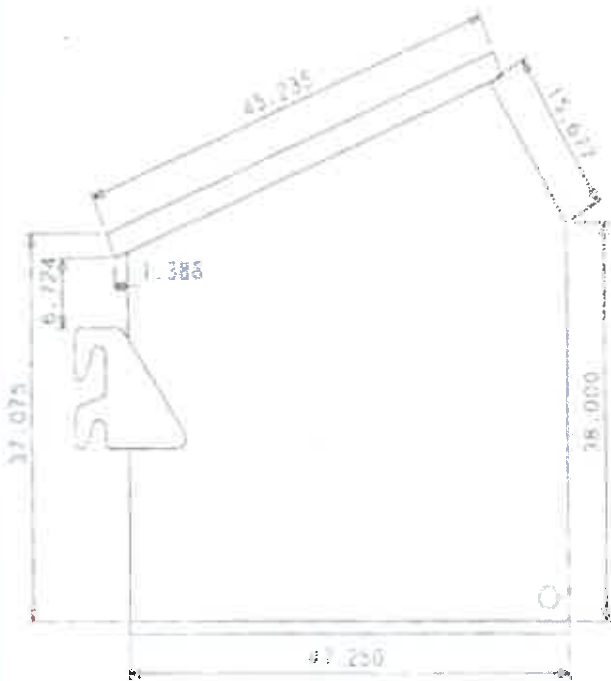
J-2-7



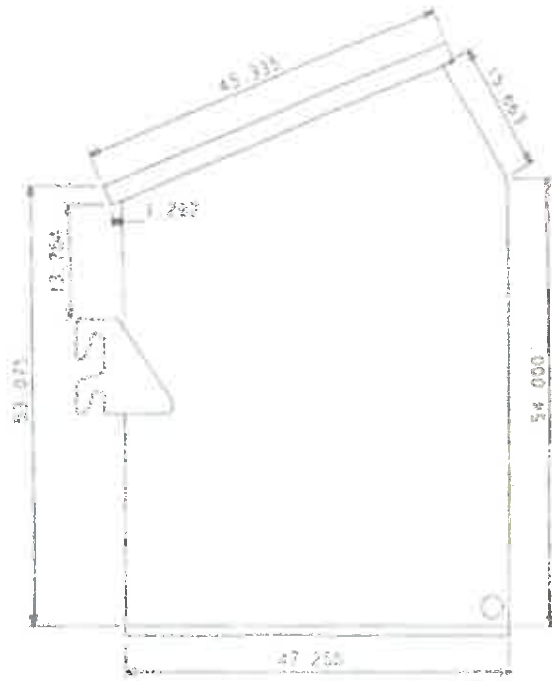
**1 1/2 YARD
SIDE LOAD**



**2 YARD
SIDE LOAD**



**3 YARD
SIDE LOAD**



**4 YARD
SIDE LOAD**



Department of Public Works

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-0694

Meeting Date: January 8, 2018

Agenda Item Title: Annual Trash and Recycle Roll Out Carts

Agenda Section: City Manager's Report

Can This Item Be Rescheduled: Yes

Background: Bids were requested to purchase additional trash and recycling carts. Funds are available in the Solid Waste Fund budget to cover the cost of the containers. \$100,000 is the Cart Replacement Fees fund amount available for the annual cart order in the fiscal year 2018.

A request for bids was advertised on the website and in a local newspaper on November 16, 2017. The bids were due on December 1, 2017 and opened. The City specified 60 to 66 and 90-96 gallon containers in the bid request. The Otto carts proposed by Kelly Equipment are the most durable cart for the value. The sides are flexible and did not crack or damage during the experimentation of grabbing, lifting, and lowering using University City's active equipment fleet. The IPL carts, which were the carts with the lowest price, did not withstand the grabbing without deforming. While the Rehrig cart is the second lowest bid and a responsible bid per the City staff's qualification, the Otto carts are being recommended for purchase because of the possession of parts in the City's inventory for repairing damaged carts, therefore avoiding additional parts expenditure in the current fiscal year of 2018. The parts in the City's current inventory for the Otto carts are as listed below:

690 ea. lids for 95 gallon carts, and 64 ea. lids for the 65 gallon carts

100 ea. wheel and axle sets

Related hardware to install the above parts.

The bid results for the trash and recycling carts are as follows:

Company	Cart Brand	60-66 Gallon	90-96 Gallon	Quantity	Total
Rehrig Pacific	Rehrig Pacific, ROC-95EG	\$42.25	\$47.85	500 1600	\$97,685
IPL	IPL Mastercart 70216	\$38.18	\$44.82	500 1600	\$90,802
Kelly Equipment	Otto MSD-65E	\$44.15	\$48.35	500 1600	\$99,435
Schaefer Systems International, Inc	Schaefer Systems International Model USD95M	\$45.75	\$48.50	500 1600	\$100,475
Toter, LLC	Toter, LLC Model 79296	\$43.69	\$51.55	500 1600	\$104,325

Downing Sales submitted a proposal but was not received by the required date and time deadline specified in the Request for Proposal.

A conservatively estimated value of the above inventory of Otto carts parts is \$10,000 (please see attached invoice of a previous purchase for reference), hence a higher future cost avoidance than the difference between the bid prices of the second lowest bid (Rehrig Pacific) and the recommended third lowest bid (Otto). An equivalent evaluation of the bid results was reached by adding the estimated value of the inventory of parts (\$10,000) to the bid price of the second lowest bid (Rehrig Pacific \$97,685) as those carts would require a similar expenditure for parts.

Due to the regular exposure of solid waste carts to the weather and environmental factors the department of public works anticipates exhausting the inventoried spare parts with this proposed supply of carts. As this department will not purchase another supply of spare parts for the Otto carts before the next similar cart procurement bid, it is anticipated to have a clearer bid evaluation next time based on bid prices only.

Recommendation: It is the City Manager's recommendation to accept the responsible bid submitted by Kelly Equipment in the amount of \$99,435 for the 65/95 gallon Otto Edge carts.

Attachments:

- Cart bids
- Images of Carts
- Parts invoice for bid evaluation reference

The bidding process and cart selection have followed the City's procurement policy and has been approved by the Finance Department.

From: Tina Charumilind

Sent: Friday, January 5, 2018 2:01 PM

To: Sinan Alpaslan <salpaslan@ucitymo.org>

Cc: Gregory Rose <grose@ucitymo.org>

Subject: RE: Council items (updated) submittal for January 8 meeting

Mr. Rose,

I have reviewed the Solid Waste Management's bid result for the trash and recycling carts. Based on a fair comparison, after adding the \$10,000 cost of parts to Rehrig Pacific's ROC-95EG, the Otto MSD-65E has lower price. In addition, Kelly Equipment has been provided the quality refuse carts to the City since 2014. As such, I concur with the Public Works dept. to award a purchase of the refuse carts to Kelly Equipment.

Thank you.

Tina

IPL Inc.

**90 – 96 Gallon Roll-out Cart
BID FORM**

Cart size: 90-96 gallon

Quantity: Minimum of 1,500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

90 – 96 Gallon Roll-out Cart

ITEM	RESPONSE
Cart Proposed	70269 - Mastercard IPL
Delivery Days from Placement of Order	35 days
Photo Included (yes or no)	Yes
Logo drawings included (yes or no)	Yes
Warranty terms included (yes or no)	Yes
Height of Container (inches)	44.5
Length of Container (inches)	38.375
Width of Container (inches)	25.125
Load Rating of Container (pounds)	335 lbs.
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	71 lbs.
Resin weight of container (pounds)	28.84 lbs.
Body wall thickness (inches)	0.155
Critical wear point thickness (inches)	0.165
Weight of fully assembled container (pounds)	37 lbs.

Parts Availability – Please indicate the replacement parts available for the container:

See attached parts list available and its pricing.

If the proposed product does not meet specifications, please describe:

Lift System: Carts proposed have 6 (six) support ribs

Resin weight: 95G cart proposed has a resin weight of 28.84 lbs.

IPL Inc.

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of seven (7) years after installation. The bidder's warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

YES NO

Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

90 - 96 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
90-96 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	IPL Mastercard 70269	720	720	\$ 44.82

Company Name: IPL Inc.

Signed:  Date: 11-24-2017

Printed Name: Stephen Byrns / Steve Boily

Title: Dir. of Admin. Services / VP Finances

Address: 165 Industrial Park Road
Forsyth, GA 31029

Is your company MBE or WBE? YES

NO

IPL Inc.

60 – 66 Gallon Roll-out Cart
BID FORM

Cart size: 60 - 66 gallon

Quantity: Minimum of 500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

60-66 Gallon Roll-out Cart

ITEM	RESPONSE
Cart Proposed	70216 - IPL Mastercart
Delivery Days from Placement of Order	35 days
Photo Included (yes or no)	Yes
Logo drawings included (yes or no)	Yes
Warranty terms included (yes or no)	Yes
Height of Container (inches)	43.25
Length of Container (inches)	27.5
Width of Container (inches)	24.5
Load Rating of Container (pounds)	240 lbs.
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	45 lbs.
Resin weight of container (pounds)	21.68 lbs.
Body wall thickness (inches)	0.140
Critical wear point thickness (inches)	0.150
Weight of fully assembled container (pounds)	28 lbs.

Parts Availability – Please indicate the replacement parts available for the container:

See attached parts list available and its pricing.

If the proposed product does not meet specifications, please describe:

Lift System: Carts proposed have 6 (six) support ribs.

Resin Weight: 65G cart resin weight is 21.68 lbs.

Wall Thickness: Nominal wall thickness is 0,140" for the 65G cart.


IPL Inc.

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of seven (7) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

	YES	NO
Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

60-66 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
60-66 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	IPL Mastercart 70216	1012	500	\$ 38.18

Company Name: IPL Inc.
 Signed:  Date: 11-24-2017
 Printed Name: Stephen Byrns / Steve Boily
 Title: Dir. of Admin. Services / VP Finance
 Address: 165 Industrial Park Road
Forsyth, GA 31029

Is your company MBE or WBE? YES NO

**90 – 96 Gallon Roll-out Cart
BID FORM**

Kelly Equipment

90 – 96 Gallon Roll-out Cart

Cart size: 90-96 gallon

Quantity: Minimum of 1,500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

ITEM	RESPONSE
Cart Proposed	Otto MSD-95E Edge
Delivery Days from Placement of Order	45 days
Photo Included (yes or no)	yes
Logo drawings included (yes or no)	yes
Warranty terms included (yes or no)	yes
Height of Container (inches)	45.375"
Length of Container (inches)	33.25"
Width of Container (inches)	27.5"
Load Rating of Container (pounds)	335 lbs.
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	85 lbs.
Resin weight of container (pounds)	31.05 lbs.
Body wall thickness (inches)	average .15"
Critical wear point thickness (inches)	average .15"
Weight of fully assembled container (pounds)	38.3 lbs.

Parts Availability – Please indicate the replacement parts available for the container:

included in bid package

If the proposed product does not meet specifications, please describe:

N/A See logo suggestion

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of seven (7) years after installation. The bidder's warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

YES NO

Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

90 -- 96 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
90-96 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	Otto Environmental Systems (NC), LLC MSD-95E Edge	456	Full load quantity mixed	\$ 48.35

Company Name: Kelly Equipment
 Signed: Kathleen Saunders Date: 11/28/17
 Printed Name: Kathleen Saunders
 Title: Sales Manager
 Address: 1682 295th Ave
FORT MADISON, IA 52627

Is your company MBE or WBE? YES

NO

60 – 66 Gallon Roll-out Cart
 BID FORM

Cart size: 60 - 66 gallon

Quantity: Minimum of 500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

60-66 Gallon Roll-out Cart

ITEM	RESPONSE
Cart Proposed	Otto MSD-65E Edge
Delivery Days from Placement of Order	45 days
Photo Included (yes or no)	yes
Logo drawings included (yes or no)	yes
Warranty terms included (yes or no)	yes
Height of Container (inches)	42.3"
Length of Container (inches)	29.5"
Width of Container (inches)	25.125"
Load Rating of Container (pounds)	230 lbs.
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	60 lbs.
Resin weight of container (pounds)	22.2 lbs.
Body wall thickness (inches)	.14"
Critical wear point thickness (inches)	.14"
Weight of fully assembled container (pounds)	29.36 lbs.

Parts Availability – Please indicate the replacement parts available for the container:

included in bid package

If the proposed product does not meet specifications, please describe:

Minimal difference in resin weight and wall thickness.

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of seven (7) years after installation. The bidder's warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

YES NO

Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

60-66 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
60-66 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	Otto Environmental Systems (NC), LLC MSD-65E Edge	720	Full load quantity mixed	\$44.15

Company Name: Kelly Equipment

Signed: Kathleen Saunders Date: 11/28/17

Printed Name: Kathleen Saunders

Title: Sales Manager

Address: 1682 295th Ave
Fort Madison, IA 52627

Is your company MBE or WBE? YES

NO

**90 – 96 Gallon Roll-out Cart
BID FORM**

Cart size: 90-96 gallon

Quantity: Minimum of 1,500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

90 – 96 Gallon Roll-out Cart

ITEM	RESPONSE
Cart Proposed	ROC-95EG
Delivery Days from Placement of Order	30 Days ARO
Photo Included (yes or no)	Yes
Logo drawings included (yes or no)	Yes
Warranty terms Included (yes or no)	Yes-10 year non-prorated warranty
Height of Container (inches)	43.5"
Length of Container (inches)	33.3"
Width of Container (inches)	29.2"
Load Rating of Container (pounds)	332.5 lbs
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	96.5 lbs
Resin weight of container (pounds)	32 lbs
Body wall thickness (inches)	0.165"
Critical wear point thickness (inches)	0.190"
Weight of fully assembled container (pounds)	35 lbs

Parts Availability – Please indicate the replacement parts available for the container:

Please see attached parts price list.

If the proposed product does not meet specifications, please describe:

N/A

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of seven (7) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

	YES	NO
Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

90 - 96 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
90-96 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	Rehrig Pacific Company ROC-95EG	702	112	\$47.85

Company Name: Rehrig Pacific Company

Signed:  Date: 11-27-2017

Printed Name: Rebecca Engberg

Title: Customer Service Specialist

Address: 8875 Commerce Drive
Desoto, KS 66018

Is your company MBE or WBE? YES NO

**60 – 66 Gallon Roll-out Cart
BID FORM**

Rehrig Pacific Company

Cart size: 60 - 66 gallon

Quantity: Minimum of 500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

60-66 Gallon Roll-out Cart

ITEM	RESPONSE
Cart Proposed	ROC-65NB
Delivery Days from Placement of Order	30 Days ARO
Photo Included (yes or no)	Yes
Logo drawings included (yes or no)	Yes
Warranty terms included (yes or no)	Yes- 10 year non-prorated warranty
Height of Container (inches)	40.5"
Length of Container (inches)	28.11"
Width of Container (inches)	26.7"
Load Rating of Container (pounds)	227.5 lbs
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	35 lbs
Resin weight of container (pounds)	27.5 lbs
Body wall thickness (inches)	0.175"
Critical wear point thickness (inches)	0.185"
Weight of fully assembled container (pounds)	36 lbs

Parts Availability – Please indicate the replacement parts available for the container:

Please see attached parts price list.

If the proposed product does not meet specifications, please describe:

Please see attached list of Exceptions and Clarifications.

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of seven (7) years after installation. The bidder's warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

	YES	NO
Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

60-66 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
60-66 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	Rehrig Pacific Company ROC-65NB	648	112	\$42.25

Company Name: Rehrig Pacific Company

Signed:  Date: 11-27-2017

Printed Name: Rebecca Engberg

Title: Customer Service Specialist

Address: 8875 Commerce Drive
DeSoto, KS 66018

Is your company MBE or WBE? YES NO

90 – 96 Gallon Roll-out Cart
 BID FORM

Cart size: 90-96 gallon

Quantity: Minimum of 1,500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

ITEM	RESPONSE
Cart Proposed	Schaefer USD95M
Delivery Days from Placement of Order	30 Days
Photo Included (yes or no)	Yes
Logo drawings included (yes or no)	Yes
Warranty terms included (yes or no)	Yes
Height of Container (inches)	44.3"
Length of Container (inches)	31.5"
Width of Container (inches)	27.6"
Load Rating of Container (pounds)	335 pounds
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	58 pounds
Resin weight of container (pounds)	30 pounds
Body wall thickness (inches)	0.173"
Critical wear point thickness (inches)	0.211"
Weight of fully assembled container (pounds)	36 pounds

Parts Availability – Please indicate the replacement parts available for the container:

Replacement parts price list provided with bid. Parts available are: Cart Body, Cart Lid, Lid Axle, Lid Axle End Cap, Wheel(s), Wheel Axle, Lower Lift Bar

If the proposed product does not meet specifications, please describe:

The upper lift point of Schaefer containers are reinforced with support gussets and do not require seven support ribs for functionality. Container is compatible with all ANSI approved fully-automated arm lifters.

90 – 96 Gallon Roll-out Cart

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of seven (7) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

	YES	NO
Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
90-96 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	Schaefer Systems International, Inc. USD95M	549	Truckload	\$ 48.50

Company Name: Schaefer Systems International, Inc.

Signed: *Maria Frizzell* Date: November 27, 2017

Printed Name: Maria Frizzell

Title: CEO, Waste Technology Division

Address: 10021 Westlake Drive
Charlotte, NC 28273

Is your company MBE or WBE? YES NO

90 - 96 Gallon Roll-out Cart

60 – 66 Gallon Roll-out Cart
BID FORM

Cart size: 60 - 66 gallon

Quantity: Minimum of 500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

60-66 Gallon Roll-out Cart

ITEM	RESPONSE
Cart Proposed	Schaefer USD65M
Delivery Days from Placement of Order	30 Days
Photo Included (yes or no)	Yes
Logo drawings included (yes or no)	Yes
Warranty terms included (yes or no)	Yes
Height of Container (inches)	41.5"
Length of Container (inches)	27.5"
Width of Container (inches)	24.4"
Load Rating of Container (pounds)	230 pounds
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	31 pounds
Resin weight of container (pounds)	24 pounds
Body wall thickness (inches)	0.170"
Critical wear point thickness (inches)	0.208"
Weight of fully assembled container (pounds)	27 pounds

Parts Availability – Please indicate the replacement parts available for the container:

Replacement parts price list provided with bid. Parts available are: Cart Body, Cart Lid, Lid Axle, Lid Axle End Cap, Wheel(s), Wheel Axle, Lower Lift Bar

If the proposed product does not meet specifications, please describe:

The upper lift point of Schaefer containers are reinforced with support gussets and do not require seven support ribs for functionality. Container is compatible with all ANSI approved fully-automated arm lifters.

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of seven (7) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

	YES	NO
Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

60-66 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
60-66 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	Schaefer Systems International, Inc. USD65M	847	506	\$ 45.75

Company Name: Schaefer Systems International, Inc.

Signed: *Maria Frizzell* Date: November 27, 2017

Printed Name: Maria Frizzell

Title: CEO, Waste Technology Division

Address: 10021 Westlake Drive

Charlotte, NC 28210

Is your company MBE or WBE? YES NO

**90 – 96 Gallon Roll-out Cart
BID FORM**

Cart size: 90-96 gallon

Quantity: Minimum of 1,500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

90 – 96 Gallon Roll-out Cart

ITEM	RESPONSE
Cart Proposed	Toter Model 79296 - 96 Gallon Cart
Delivery Days from Placement of Order	6-8 weeks from Toter's receipt in writing of City's Purchase Order, Order Confirmation, and Markings Approvals Forms.
Photo Included (yes or no)	Yes
Logo drawings included (yes or no)	Yes
Warranty terms included (yes or no)	Yes
Height of Container (inches)	43.50 inches
Length of Container (inches)	35.50 inches
Width of Container (inches)	29.75 inches
Load Rating of Container (pounds)	335 pounds
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	67.6 pounds
Resin weight of container (pounds)	30.5 pounds
Body wall thickness (inches)	nominal 0.15 inches throughout cart body
Critical wear point thickness (inches)	nominal 0.15 inches throughout cart body
Weight of fully assembled container (pounds)	35.4 pounds

Parts Availability – Please indicate the replacement parts available for the container:

Please see attached parts list and assembly instructions.

If the proposed product does not meet specifications, please describe:

Please see attached exceptions explanations.

Toter, LLC

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of seven (7) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

	YES	NO
Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

90 - 96 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
90-96 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	Toter, LLC Model 79296 - EVR II Universal/Nestable 96 Gallon Cart	624 Carts	624 Carts	\$ 51.55

Please see attached Toter's "Notes to Pricing".

Company Name: Toter, LLC

Signed:  Date: November 28, 2017

Printed Name: James W. Pickett

Title: Vice President, Sales

Address: 841 Meacham Road

Statesville, NC 28677

Is your company MBE or WBE? YES NO X (Not a disadvantaged business.)

60 – 66 Gallon Roll-out Cart
BID FORM

Cart size: 60 - 66 gallon

Quantity: Minimum of 500 (in partial shipments as applicable)

Specifications: Cart proposed must meet the specifications of an Otto MSD-95E Edge container or approved equal heat stamped with the City provided logos. Please read this full Request for Bid Document for detailed specifications.

Color: Medium (Cobalt) Blue

Logo specifications: Required logos and wording shall be affixed by hot stamp onto the cart body. See attached for exact logo specifications.

Serial Numbers: Each container must have an associated serial number (hot stamped) in white on the front face of its body. The final 8-9 character serial number shall be determined by the City. Bidder will maintain a file that will identify the date of manufacture by the serial number.

User Instruction: Instructions for the safe use of the container must be molded into each lid.

Load Rating: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Deliverables: Bidder must include a color picture of the recycling containers, drawings of logos/hot stamps, product specification and assembly sheets, and a color sample if requested.

Warranty: Minimum of 7 years.

60-66 Gallon Roll-out Cart

ITEM	RESPONSE
Cart Proposed	Toter Model 79264 - 64 Gallon Cart
Delivery Days from Placement of Order	6-8 weeks from Toter's receipt in writing of City's Purchase Order, Order Confirmation, and Markings Approvals Forms.
Photo Included (yes or no)	Yes
Logo drawings included (yes or no)	Yes
Warranty terms included (yes or no)	Yes
Height of Container (inches)	41.75 inches
Length of Container (inches)	31.50 inches
Width of Container (inches)	24.25 inches
Load Rating of Container (pounds)	335 pounds
Maneuverability - Average tipping force required to maneuver a fully loaded container when tilted to the roll position (pounds)	48.8 pounds
Resin weight of container (pounds)	23.3 pounds
Body wall thickness (inches)	nominal 0.15 inches throughout cart body
Critical wear point thickness (inches)	nominal 0.15 inches throughout cart body
Weight of fully assembled container (pounds)	27.9 pounds

Parts Availability – Please indicate the replacement parts available for the container:

Please see attached parts list and assembly instructions.

If the proposed product does not meet specifications, please describe:

Please see attached exceptions explanations.

Toter, LLC

Warranty: Bidder must submit with bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than seven (7) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of seven (7) years after installation. The bidders warranty is understood to include, whether stated in bidder's warranty or not, the following coverage:

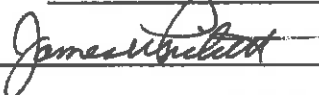
	YES	NO
Failure of the lid to prevent rain water from entering the container when in the closed position.	X	
Damage to the container body, lid, or any component parts through opening or closing the lid.	X	
Failure of the body and lid to maintain their original shape.	X	
Damage or cracking of the container body through normal operating conditions.	X	
Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
Failure of any part to conform to minimum standards as specified herein.	X	
Warranty specimen of exact warranty offered must be included with proposal.	X	

60-66 Gallon Roll-out Cart

PRODUCT DESCRIPTION	PRODUCT MANUFACTURER & MODEL NUMBER	SPECIFY TRUCKLOAD QUANTITY	SPECIFY MINIMUM ORDER AT THIS PRICE	DELIVERED UNIT PRICE
60-66 Gallon Roll-Out Recycle or Trash Cart (Delivered Price)	Toter, LLC Model 79264 - EVR II Universal/Nestable 64 Gallon Cart	864 Carts	500 Carts See "Notes to Pricing"	\$ 43.69

Please see attached Toter's "Notes to Pricing".

Company Name: Toter, LLC

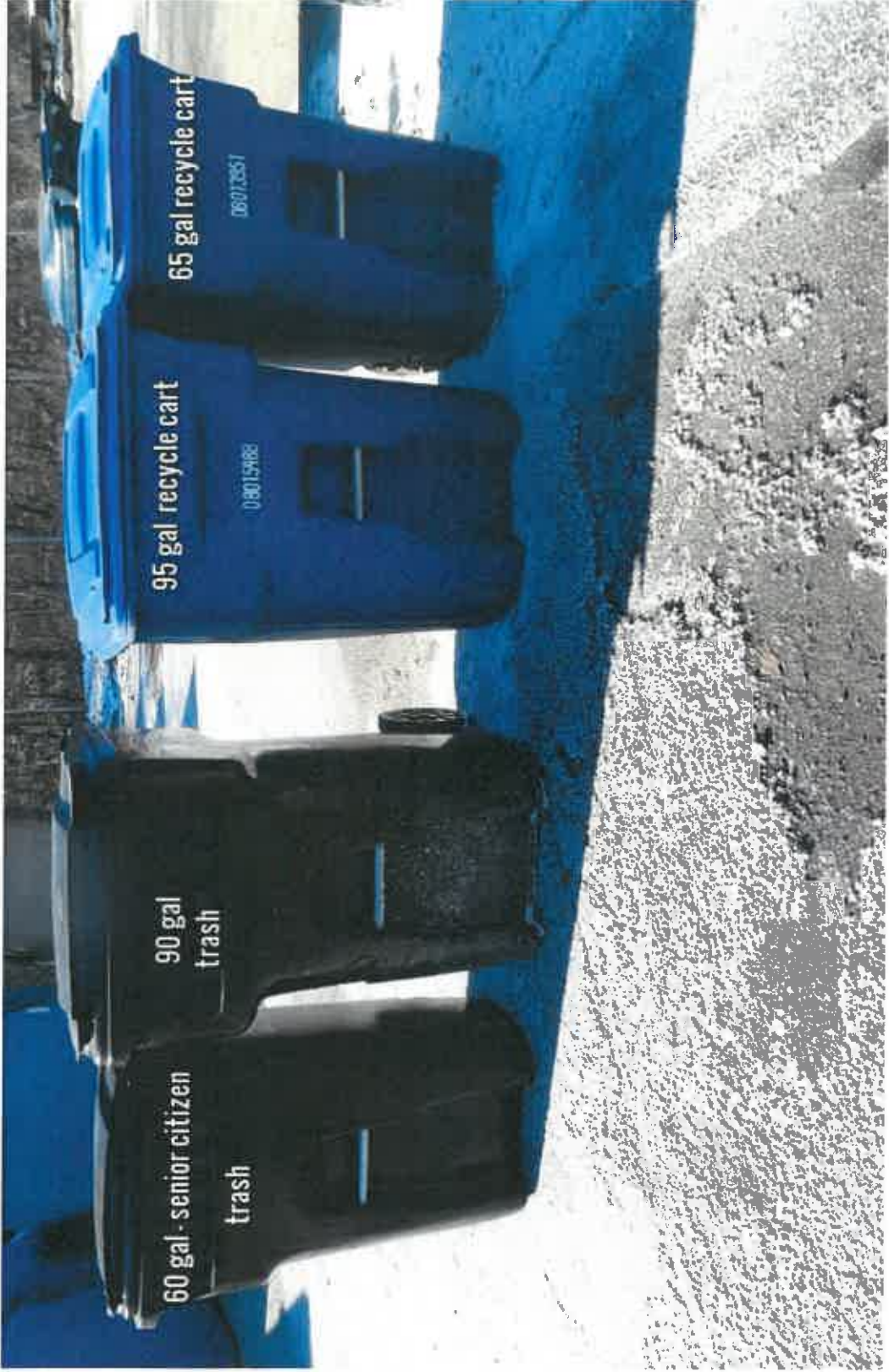
Signed:  Date: November 28, 2017

Printed Name: James W. Pickett

Title: Vice President, Sales

Address: 841 Meacham Road
Statesville, NC 28677

Is your company MBE or WBE? YES NO (Not a disadvantaged business.)



Kelly Equipment, Inc
 1682 295th Avenue
 Fort Madison, IA 52627

P.O. #
 2016-0000096

Invoice

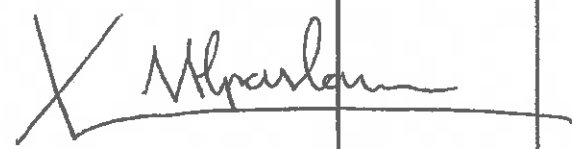
Date	Invoice #
9/18/2015	469

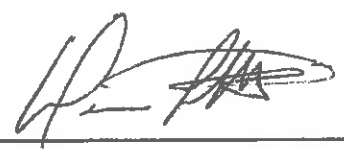
Bill To
City of University City Accounts Payable 6801 Delmar Blvd University City, Missouri 63130

Ship To
City of University City Dennis Lockett 1015 Pennsylvania Ave University City, MO 63130

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	KS	9/18/2015	bestway		
Quantity	Item Code	Description			Price Each	Amount
500	parts	95 gallon Edge replacement lids			14.25	7,125.00T
1,000	parts	hinge pins			3.15	3,150.00T
1	FREIGHT	Freight			1,725.00	1,725.00
		Sales Tax			0.00%	0.00

RECEIVED
 SEP 25 2015
 BY: _____

X 



It's been a pleasure working with you!
 Craig Kelly ckelly@kellyquip.com (319)750-5074

Kathleen Saunders ksaunders@kellyquip.com (314)941-4158
 Pay online at: <https://ipn.intuit.com/dfcwkh5m>

All invoices due Net 30 days. Finance charge of 1.5% will be charged on past due amounts.

Total	\$12,000.00
Payments/Credits	\$0.00
Balance Due	\$12,000.00



Council Agenda Item Cover

MEETING DATE: January 8, 2018

AGENDA ITEM TITLE: Contract with St. Louis County - Explosives Code

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The City of University City desires to adopt code and contract with St. Louis County for enforcement services for Major Land Disturbance permitting. A requirement for contracting with the County for Land Disturbance permitting is adopting the St. Louis county Explosives Code and contracting with St. Louis County for Explosives Code permitting and enforcement. This applies to the manufacture, storage, sale, transportation or use of explosives and blasting agents in the County. It does not apply to the discharge of small arms ammunition when discharged in connection with hunting or target shooting or other lawful uses connected with firearms.

This code has been reviewed and approved by University City fire and police departments.

RECOMMENDATION:

Staff recommends passing an ordinance authorizing the City Manager to sign the contract with St. Louis County for permitting and enforcement of the St. Louis County Explosives Code.

ATTACHMENTS:

- Contractual Agreement for Permitting and Code Enforcement Services of the St. Louis County Explosives Code.
- Ordinance for contracting with St. Louis County for permitting and enforcement of the Explosives Code.

**CONTRACTUAL AGREEMENT FOR CODE ENFORCEMENT SERVICES
EXPLOSIVES CODE**

THIS CONTRACTUAL AGREEMENT made and entered into this ____ day of _____, 2017 by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "COUNTY", and the CITY OF UNIVERSITY CITY, Missouri hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, Article II, Section 2.180 (20) of the 1979 Charter of the COUNTY authorizes COUNTY to contract with MUNICIPALITY for common services; and

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, of the Revised Statues of the State of Missouri 1994, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common services; and

WHEREAS, TITLE VII, CHAPTER 711 EXPLOSIVES CODE, Section 711.025 Contracting with Municipalities for Code Enforcement of Saint Louis County, Missouri Revised Ordinances (SLCRO) 1974, as approved by COUNTY ordinance 18.693 on November 12, 1997, authorized COUNTY to contract with MUNICIPALITY enforce on behalf of MUNICIPALITY the Explosives Code as adopted by MUNICIPALITY; and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: _____ said ordinance, a copy of which is attached hereto and made a part hereof, for the adoption of an Explosives Code being identical in substance with COUNTY'S Explosives Code, as adopted by COUNTY through last amendatory ordinance 18,693, with said ordinance being approved by COUNTY on November 12, 1997, and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: _____ a copy of which is attached hereto and made a part hereof, authorizing the execution of this contractual agreement on behalf of MUNICIPALITY.

WHEREAS, MUNICIPALITY and COUNTY entered into a contractual agreement approved by MUNICIPALITY on _____ for and in consideration of the mutual promises, covenants, and obligations stated within said written contractual agreement, a copy of which is attached hereto and made a part hereof, for the enforcement of the EXPLOSIVES Code adopted by MUNICIPALITY

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations hereinafter stated, the COUNTY and

MUNICIPALITY mutually agrees as follows, to-wit:

**ARTICLE I
SCOPE OF SERVICES**

1.1 SCOPE OF SERVICES.

1.1.1 COUNTY Authority and Responsibilities: COUNTY shall provide MUNICIPALITY code enforcement services in the manner proscribed in the applicable provision of MUNICIPALITY'S Explosives Code.

**ARTICLE II
TERM OF AGREEMENT**

2.1 TERM OF AGREEMENT. This contractual agreement shall commence on _____ and shall continue in effect from year to year unless terminated as provided in ARTICLE IX herein.

**ARTICLE III
PERMITS, INSPECTIONS, LICENSING AND APPROVAL OF PLANS**

3.1 PERMITS. COUNTY through its Department of Public Works shall issue all permits required by the Explosives Code as set forth in Paragraph 1.1.1 herein.

3.2 INSPECTIONS. COUNTY through its Department of Public Works shall execute all inspections required by the Explosives Code as set forth in Paragraph 1.1.1 herein.

Contractual Agreement
Code Enforcement Services
Explosives Code

3.3 LICENSING. COUNTY through its Department of Public Works shall license all persons as required by the Explosives Code or other construction codes adopted by COUNTY.

3.4 APPROVAL OF PLANS. COUNTY through its Department of Public Works shall examine all applications and plans for Explosives Related Activities to determine their compliance with the Explosives Code as set forth in Paragraph 1.1.1 herein.

**ARTICLE IV
RESTRICTIVE PROVISIONS**

4.1 RESTRICTIVE PROVISIONS. If MUNICIPALITY has adopted provisions applicable to the services as set forth in Paragraph 1.1.1 herein said provisions being more restrictive than those contained in COUNTY'S Explosives Code MUNICIPALITY shall approve all plans, prior to submission to COUNTY'S Department of Public Works for issuance of permits.

**ARTICLE V
REGULATORY ORDINANCES**

5.1 REGULATORY ORDINANCES. MUNICIPALITY shall review and approve all plans for compliance with MUNICIPAL Explosives Code, other rules, regulations, ordinances, codes or laws of MUNICIPALITY and other applicable regulations identified in Paragraph 1.1.2 herein prior to the submission of an application for a Explosives permit to COUNTY'S Department of Public Works.

**ARTICLE VI
ENFORCEMENT OF MUNICIPAL ORDINANCES**

6.1 ENFORCEMENT. COUNTY shall not take any action, either at law or in equity, to enforce the provisions of MUNICIPALITY'S ordinance for the adoption of MUNICIPALITY'S Explosives Code, as the same shall apply hereto. COUNTY shall notify MUNICIPALITY of any known violations of MUNICIPALITY'S ordinance.

**ARTICLE VII
FEES**

7.1 FEE COLLECTION. All fees including, but not limited to "No Permit" penalties and administrative penalties, paid to COUNTY in accordance with COUNTY Explosives Ordinance and shall be collected and retained by St. Louis COUNTY as payment for services rendered pursuant to this contractual agreement. MUNICIPALITY shall collect and retain all fines and costs arising from MUNICIPALITY'S prosecution of code violations.

**ARTICLE VIII
AMENDMENTS TO COUNTY CODE**

8.1 AMENDMENTS. The adoption of the Codes referenced herein includes all subsequent amendments to the COUNTY Codes adopted by the MUNICIPALITY. COUNTY shall supply MUNICIPALITY with a copy of the amendment(s) and MUNICIPALITY shall provide to COUNTY with a written confirmation of receipt of the amendments.

8.2 ADOPTION OF NEW CODE. In the event the COUNTY adopts a new edition of the Explosives Code or a new national Code, the MUNICIPALITY shall amend its ordinance to make it identical in substance to the Code adopted by COUNTY. COUNTY shall supply MUNICIPALITY with a copy of its proposed new Code prior to its effective date and MUNICIPALITY shall amend its ordinance within Ninety (90) days of the effective date of said COUNTY adoption. In the event COUNTY shall fail to provide a copy of its proposed Code as provided above, MUNICIPALITY shall have Ninety (90) days to amend its ordinance after receipt of COUNTY'S Code.

8.3 ORDINANCE COPIES. When a new Code is adopted by COUNTY pursuant to 8.2, MUNICIPALITY shall supply COUNTY with at least two (2) copies of all MUNICIPALITY ordinances to adopt a new Explosives Code within five (5) days of said legislation's effective dates. All ordinances must be marked with original signatures of the chief elected official of the MUNICIPALITY, an original signature of the attesting Clerk of the MUNICIPALITY and an embossed MUNICIPALITY seal.

**ARTICLE IX
TERMINATION**

9.1 FAILURE TO AMEND. In the event MUNICIPALITY shall fail to amend its ordinance as required by Paragraph 8.1 herein this contractual agreement shall be terminated.

9.2 TERMINATION FOR CONVENIENCE. Either COUNTY or MUNICIPALITY may terminate this contractual agreement at any time by giving Ninety (90) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year as written below.

MUNICIPAL APPROVAL

CITY OF UNIVERSITY CITY, MISSOURI

Approved: _____

Date approved: _____

Attest: _____

Embossed municipal seal:

COUNTY OF ST. LOUIS, MISSOURI ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____
day of _____, 2017.

ST. LOUIS COUNTY, MISSOURI

(SEAL)

By _____
County Executive

ATTEST:

Administrative Director of the
St. Louis County Council

APPROVED:

St. Louis County Department of
Public Works

APPROVED AS TO LEGAL FORM:

County Counselor

ACCOUNTING OFFICER'S CERTIFICATION:

Accounting Officer

INTRODUCED BY:

DATE:

BILL NO. 9348

ORDINANCE NO.

AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE PROVISION OF CODE ENFORCEMENT SERVICES – EXPLOSIVES CODE

WHEREAS, the City of University City, Missouri is desirous of contracting with the County of Saint Louis, Missouri for construction and property related code enforcement services pursuant to the agreement attached hereto.

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

Section 1. The Mayor of University City, Missouri is hereby authorized to contract with the County of Saint Louis, Missouri for code enforcement services related to the Explosives Code as adopted by the City of University City, Missouri pursuant to the agreement attached hereto and incorporated herein as if fully set forth herein.

Section 2. All ordinances, parts of ordinances or provisions of the Municipal Code of the City of University City, Missouri in conflict with any provisions of this ordinance are hereby repealed.

PASSED and ADOPTED THIS _____ DAY OF _____, 2017.

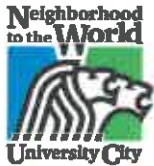
MAYOR

ATTEST:

INTERIM CITY CLERK

CERTIFIED TO BE CORRECTED AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: January 8, 2018

AGENDA ITEM TITLE: Pre-Construction Major Land Disturbance Permitting and Enforcement– Contract with St. Louis County

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The St. Louis County Phase II Stormwater Management Plan (SWMP) was developed to improve area water quality by preventing harmful pollutants from being carried by stormwater runoff into local water bodies. The Metropolitan St. Louis Sewer District (MSD) partners with 59 municipalities (co-permittees) to comply with stormwater permit requirements for the St. Louis Metropolitan Small Municipal Separate Storm Sewer System (MS4).

Best Management Practices (BMPs) are methods to prevent or reduce the pollutants in stormwater runoff. The SWMP includes BMPs that address potential sources of pollutants in stormwater as required by the federal and state regulations. The implementation of BMPs in the SWMP will satisfy the six Minimum Control Measures (MCMs) required by the Phase II Regulations. The six MCMs are as follows:

1. Public Education and Outreach
2. Public Involvement and Participation
3. Illicit Discharge and Elimination
4. Construction Site Stormwater Runoff Control
5. Post-Construction Stormwater Management
6. Pollution Prevention/Good Housekeeping for Municipal Operations

MCMs 1 – 3 are primarily the responsibility of MSD with each municipality's support. MCMs 4 – 6 are primarily the responsibilities of the municipality.

MCM4 requires municipalities to create an ordinance or other mechanism to require sediment control BMPs at construction sites for Land Disturbance Activity involving one (1) acre or more of land, or a site involving less than one (1) acre that is part of a proposed development that will ultimately disturb one (1) acre or more (Major Land Disturbance). The City has adopted St. Louis County Land Disturbance Code. This adds a land disturbance permit requirement for these projects making inspections and compliance measures necessary. Municipalities can perform their own permitting and compliance, or they can contract with St. Louis County.

University City staff proposes contracting with St. Louis County for this service. St. Louis County is proficient in Land Disturbance requirements and provides this service to 21 municipalities through the region. The application and fees go directly through the county. The associated fees are comparable to Land Disturbance Permit fees charged by municipalities which do not contract with the county.

RECOMMENDATION:

Staff recommends passing an ordinance authorizing the City Manager to sign the contract with St. Louis County for permitting and enforcement of the Land Disturbance Code as it applies to Major Land Disturbance.

ATTACHMENTS:

- Contractual Agreement for Code Enforcement Services relating to Major Land Disturbance.
- Ordinance to Sign the Contractual Agreement for Code Enforcement Services relating to Major Land Disturbance.
- St. Louis County Land Disturbance Permit Fee Schedule

**CONTRACTUAL AGREEMENT FOR CODE ENFORCEMENT SERVICES
LAND DISTURBANCE CODE**

THIS CONTRACTUAL AGREEMENT made and entered into this ____ day of _____, 2017 by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "COUNTY", and the CITY OF UNIVERSITY CITY, Missouri hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, Article II, Section 2.180 (20) of the 1979 Charter of the COUNTY authorizes COUNTY to contract with MUNICIPALITY for common services; and

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, of the Revised Statues of the State of Missouri 1978, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common services; and

WHEREAS, TITLE XI, CHAPTER 1114 LAND DISTURBANCE CODE, Section 101.6 SERVICE TO MUNICIPALITIES of Saint Louis County, Missouri Revised Ordinances (SLCRO) 1974, as approved by COUNTY ordinance 22,468 on September 21, 2005, authorized COUNTY to contract with MUNICIPALITY enforce on behalf of MUNICIPALITY the Land Disturbance Code as adopted by MUNICIPALITY; and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: 7065 said ordinance, a copy of which is attached hereto and made a part hereof, for the adoption of a Land Disturbance Code being identical in substance with COUNTY'S Land Disturbance Code, as adopted by COUNTY through ordinance 22,468, with said ordinance being approved by COUNTY on September 21, 2005, as amended and including ordinance 25,494, approved on July 31, 2013, and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: _____ a copy of which is attached hereto and made a part hereof, authorizing the execution of this contractual agreement on behalf of MUNICIPALITY.

WHEREAS, MUNICIPALITY and COUNTY entered into a contractual agreement approved by MUNICIPALITY on _____ for and in consideration of the mutual promises, covenants, and obligations stated within said written contractual agreement, a copy of which is attached hereto and made a part hereof, for the enforcement of the LAND DISTURBANCE Code adopted by MUNICIPALITY

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations hereinafter stated, the COUNTY and

MUNICIPALITY mutually agrees as follows, to-wit:

**ARTICLE I
SCOPE OF SERVICES**

1.1 SCOPE OF SERVICES.

1.1.1 COUNTY Authority and Responsibilities: COUNTY shall provide MUNICIPALITY code enforcement services in the manner proscribed in the applicable provision of
Page 1 of 6

MUNICIPALITY'S Land Disturbance Code for:

MAJOR LAND DISTURBANCES (COUNTY RESPONSIBILITIES)

- (1) Review plans for Major Land Disturbance Activities, including Best Management Practices (BMP) plans submitted by a permit applicant for the control of erosion, and sedimentation during permitted construction and other Major Land Disturbance activities; and
- (2) Issue permits for Major Land Disturbance Activities. COUNTY shall not issue any permit for Major Land Disturbance Activities until COUNTY receives confirmation that the proposed activity complies with MUNICIPALITY zoning and roadway requirements.
- (3) Inspect Major Land Disturbance activities; including activities within or abutting areas designated one-hundred (100) year flood plain for compliance with the MUNICIPALITY approved plans; and
- (4) Collect and retain appropriate fees from permit applicants for plan review and inspection activities performed by COUNTY
- (5) Provide inspection reports to MUNICIPALITY to assist MUNICIPALITY in their determination for the release of site development Escrows.

1.1.2 MUNICIPALITY Authority and Responsibilities. – MUNICIPALITY shall retain authority and responsibility for code enforcement services in the manner proscribed in applicable provision of MUNICIPALITY'S Land Disturbance Code for:

MAJOR LAND DISTURBANCES (MUNICIPALITIES RESPONSIBILITIES)

- (1) Receive applications for Major Land Disturbance permits and forward them to the COUNTY for processing and issuance of permits; and
- (2) Review and approve application and plan details related to the construction, repair, alteration, maintenance or condition of roadways and roadway right-of-ways that are maintained by the MUNICIPALITY; and
- (3) Review and approve application and plan details related to Major Land Disturbance activities within or abutting areas designated one hundred (100) year flood plain; and
- (4) Review and approval application and plan details for compliance with Zoning codes and ordinances of the MUNICIPALITY; and
- (5) Advise permit applicants of their responsibility to cooperate with, and comply with, the requirements of the COUNTY Department of Highways and Traffic, the Missouri Department of Transportation (MODOT) the Metropolitan St. Louis Sewer District (MSD) and the Department of Natural Resources (DNR) when the proposed Land Disturbance Activity impacts the facilities of said principals; and
- (6) Administer determination, collection and release of site development escrows required by the Land Disturbance Code adopted by MUNICIPALITY; and
- (7) MUNICIPALITY shall advise COUNTY when proposed Major Land Disturbance activities are in compliance with MUNICIPALITY Zoning codes, roadway requirements and other laws and regulations of the MUNICIPALITY.

1.1.3 STREAM BUFFER PROTECTION, MUNICIPALITY Authority and Responsibilities. – MUNICIPALITY shall retain full authority and responsibility for enforcement of MUNICIPALITY'S Stream Buffer Protection Ordinance. MUNICIPALITY may at its election, request the COUNTY to provide advisory plan review and /or inspection services pursuant to Section 1.1.2 of this contractual agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 TERM OF AGREEMENT. This contractual agreement shall commence on _____ and shall continue in effect from year to year unless terminated as provided in ARTICLE IX herein.

ARTICLE III PERMITS, INSPECTIONS, LICENSING AND APPROVAL OF PLANS

3.1 PERMITS. COUNTY through its Department of Public Works shall issue all permits required by the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.

3.2 INSPECTIONS. COUNTY through its Department of Public Works shall execute all inspections required by the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.

Contractual Agreement
Code Enforcement Services
Land Disturbance Code

3.3 LICENSING. COUNTY through its Department of Public Works shall license all persons as required by the Land Disturbance Code or other construction codes adopted by COUNTY.

3.4 APPROVAL OF PLANS. COUNTY through its Department of Public Works shall examine all applications and plans for Land Disturbance Activities to determine their compliance with the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.

ARTICLE IV RESTRICTIVE PROVISIONS

4.1 RESTRICTIVE PROVISIONS. If MUNICIPALITY has adopted provisions applicable to the services as set forth in Paragraph 1.1.1 herein said provisions being more restrictive than those contained in COUNTY'S Land Disturbance Code MUNICIPALITY shall approve all plans, prior to submission to COUNTY'S Department of Public Works for issuance of permits.

ARTICLE V REGULATORY ORDINANCES

5.1 REGULATORY ORDINANCES. MUNICIPALITY shall review and approve all plans for compliance with MUNICIPAL Land Disturbance Code, other rules, regulations, ordinances, codes or laws of MUNICIPALITY and other applicable regulations identified in Paragraph 1.1.2 herein prior to the submission of an application for a Land Disturbance permit to COUNTY'S Department of Public Works.

ARTICLE VI ENFORCEMENT OF MUNICIPAL ORDINANCES

6.1 ENFORCEMENT. COUNTY shall not take any action, either at law or in equity, to enforce the provisions of MUNICIPALITY'S ordinance for the adoption of MUNICIPALITY'S Land Disturbance Code, as the same shall apply hereto. COUNTY shall notify MUNICIPALITY of any known violations of MUNICIPALITY'S ordinance.

**ARTICLE VII
FEES**

7.1 FEE COLLECTION. All fees including, but not limited to "No Permit" penalties and administrative penalties, paid to COUNTY in accordance with COUNTY Land Disturbance Ordinance and shall be collected and retained by St. Louis COUNTY as payment for services rendered pursuant to this contractual agreement. MUNICIPALITY shall collect and retain all fines and costs arising from MUNICIPALITY'S prosecution of code violations.

**ARTICLE VIII
AMENDMENTS TO COUNTY CODE**

8.1 AMENDMENTS. The adoption of the Codes referenced herein includes all subsequent amendments to the COUNTY Codes adopted by the MUNICIPALITY. COUNTY shall supply MUNICIPALITY with a copy of the amendment(s) and MUNICIPALITY shall provide to COUNTY with a written confirmation of receipt of the amendments.

8.2 ADOPTION OF NEW CODE. In the event the COUNTY adopts a new edition of the Land Disturbance Code or a new national Code, the MUNICIPALITY shall amend its ordinance to make it identical in substance to the Code adopted by COUNTY. COUNTY shall supply MUNICIPALITY with a copy of its proposed new Code prior to its effective date and MUNICIPALITY shall amend its ordinance within Ninety (90) days of the effective date of said COUNTY adoption. In the event COUNTY shall fail to provide a copy of its proposed Code as provided above, MUNICIPALITY shall have Ninety (90) days to amend its ordinance after receipt of COUNTY'S Code.

8.3 ORDINANCE COPIES. When a new Code is adopted by COUNTY pursuant to 8.2, MUNICIPALITY shall supply COUNTY with at least two (2) copies of all MUNICIPALITY ordinances to adopt a new Land Disturbance Code within five (5) days of said legislation's effective dates. All ordinances must be marked with original signatures of the chief elected official of the MUNICIPALITY, an original signature of the attesting Clerk of the MUNICIPALITY and an embossed MUNICIPALITY seal.

**ARTICLE IX
TERMINATION**

9.1 FAILURE TO AMEND. In the event MUNICIPALITY shall fail to amend its ordinance as required by Paragraph 8.1 herein this contractual agreement shall be terminated.

9.2 TERMINATION FOR CONVENIENCE. Either COUNTY or MUNICIPALITY may terminate this contractual agreement at any time by giving Ninety (90) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year as written below.

MUNICIPAL APPROVAL

CITY OF UNIVERSITY CITY, MISSOURI

Approved: _____

Date approved: _____

Attest: _____

Embossed municipal seal:

COUNTY OF ST. LOUIS, MISSOURI ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2017.

ST. LOUIS COUNTY, MISSOURI

(SEAL)

By _____
County Executive

ATTEST:

Administrative Director of the
St. Louis County Council

APPROVED:

St. Louis County Department of
Public Works

APPROVED AS TO LEGAL FORM:

County Counselor

ACCOUNTING OFFICER'S CERTIFICATION:

Accounting Officer

INTRODUCED BY:

DATE:

BILL NO. 9349

ORDINANCE NO.

AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE ENFORCEMENT OF THE LAND DISTURBANCE CODE AS ADOPTED BY THE CITY OF UNIVERSITY CITY, MISSOURI

WHEREAS, The City of University City, Missouri is desirous of contracting with the County of Saint Louis, Missouri for the construction and property related code enforcement services pursuant to the contractual agreement attached hereto.

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

Section 1. The Mayor of The City of University City Missouri is hereby authorized to enter into an agreement with the County of Saint Louis, Missouri for the enforcement of Major Land Disturbance related activity of the Land Disturbance Code as adopted by The City of University City, Missouri pursuant to the agreement attached hereto and incorporated herein as if fully set forth herein.

Section 2. All ordinances, parts of ordinances or provisions of the Municipal Code of The City of University City, Missouri in conflict with any provisions of this ordinance are hereby repealed.

PASSED and ADOPTED THIS _____ DAY OF _____, 2017.

MAYOR

ATTEST:

INTERIM CITY CLERK

CERTIFIED TO BE CORRECTED AS TO FORM:

CITY ATTORNEY

PUBLIC WORKS / HIGHWAYS & TRAFFIC LAND DISTURBANCE PERMIT PROCEDURE & FEE SUMMARY GUIDELINE

Original release 8/18/04, updated 3/23/05 w/new fees, updated 3/29/06 for amended LDC, updated 5/02/11 for inspection responsibility, fee assessment & distribution changes, updated 8/30/11 with no-permit penalty violation amounts, updated 10/19/11 (cover page note 4 expanded), updated 3/29/12 with new PW fees effective 2/1/12, changed minimum fee for OLD's to match filing fee.

Land Disturbance Code Section 108.0 references both the Departments of Public Works (PW) and Highways & Traffic (H&T) Fee Schedules for the activities done by each department. This Land Disturbance Fee Summary Guideline shall be used by both PW and H&T staff as a tool to properly assess land disturbance permit processing, review, and inspection fees so that fees can be deposited in the appropriate departmental accounts based on each Department's work functions/activities. The following matrix reflects the department responsible for the work functions/activities for each different type of land disturbance permit.

Land Disturbance Work Functions / Activities

Type of Disturbance	Public Works (PW)			Highways & Traffic (H&T)	
	Permit	Plan Review	Inspections	Plan Review	Inspections
Comm MLD (see note 1)	X		X	X	
Comm OLD (see note 1)	X		X	X (see notes 2&3)	
Res MLD	X			X	X
Res OLD	X	X (see note 4)			X

1. Commercial Includes Multi-Family projects.
2. PW Plan Review reviews OLD's for contracting municipalities when the site is not located on a County roadway.
3. H&T Civil Review may defer review to PW Building Review on OLD's involving relatively minor grading or similar minor disturbance work.
4. Civil Review shall review Residential OLD's located in/near flood plain, have sinkholes, are related to a future lot split or small subdivision development, creation of a new or altering an existing piped drainage system, or other specialty issues/concerns.

LAND DISTURBANCE FEE SUMMARY GUIDELINE

Type of Disturbance Permit	Unincorporated County	Municipality w/Contract for both Plan Review & Inspections
<p>Major Land Disturbance Permit Note: Both Commercial & Residential MLD's will be processed and issued by PAC with plan review by H&T Civil Review (including within contracting municipalities). Public Works inspects Commercial projects and H&T inspects Residential projects.</p>	<p>Permit Processing – Commercial & Residential Projects: Public Works will charge the normal \$32 fee for permit processing. Enter on the PW Processing line on the application.</p> <p>Plan Review - Commercial & Residential Projects: H&T Civil Review will do the plan review and charge for internal site review based on the Grading SWPPP Fees schedule. Enter the Plan Review Fee on the H&T Review line of the application.</p> <p>Inspection – Commercial Projects: Inspection fee amounts shall be based on the cost of the land disturbance activity using Table 1100.050 (use table amount less processing fee times 50% to derive the inspection fees); however, the minimum inspection fee shall be as follows:</p> <p><u>Complete Improvement or Rough Grading MLD Perm</u> Charge \$282 (6 inspections) except for sites < 4 acres which shall be charged \$188 (4 inspections) and for sites > 30 acres which shall be charged \$564 (12 inspections).</p> <p><u>Clearing & Grubbing and Similar Partial MLD Permit</u> Charge \$188 (4 inspections) except for sites > 30 acres which shall be charged \$376 (8 inspections).</p> <p><u>Other Miscellaneous Partial MLD Permits (i.e. Test Holes, Stock Pile, etc.)</u> Charge \$141 (3 inspections)</p> <p>Inspection fees on Commercial Projects shall be entered on the PW Land Disturbance line of the application.</p>	<p>Both Residential & Commercial Projects: Fees are the same as MLD within Unincorporated County.</p>

Type of Disturbance Permit	Unincorporated County	Municipality w/Contract for both Plan Review & Inspections
<p>MLD Permit con't</p>	<p>Inspection – Residential Projects: Inspection fees shall be based on the total estimated inspection hours times the H&T inspection unit price of \$108.00/hour. The H&T Construction Division Chief Subdivision Inspector will provide the inspection fee amount to be charged.</p> <p>Inspection fees on Residential Projects shall be entered on the H&T Inspection line of the application.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Building Plan Review shall affix a charge for one site inspection (\$47) on residential projects and for two site inspections (\$94) on multi-family and commercial projects on all subsequent applications for Building Permits within Unincorporated County and contracting Municipalities at the time of issuance of the Building Permit for projects located in a Major Land Disturbance. Place this fee on the Land Disturbance line of the building permit application. • Exception: For projects having multiple building permits (i.e. building, parking lot, and retaining wall) being processed at the same time charge one site inspection fee on each building permit. • Fees shall be charged for each disturbance area > 30 acres or for each phase required by the Planning Department or H&T Civil Review as noted above on projects > 30 acres and/or required to be phased under the LDC. 	

Type of Disturbance Permit	Unincorporated County	Municipality w/Contract for both Plan Review & Inspections
<p>Ordinary Land Disturbance Permit</p>	<p>Permit Processing – Commercial & Residential Projects: Public Works will charge the normal \$32 fee for permit processing. Enter on the PW Processing line on the application.</p> <p>Plan Review - Commercial Projects: PW Plan Review will coordinate with H&T Civil Review who will do the actual review on the vast majority of projects*. PW Reviewers shall charge the minimum \$50 plan review fee (for the coordination function) and include it along with the inspection fee below on the PW Land Disturbance line of the application.</p> <p>H&T Civil Plan Review will do the plan review on the vast majority of the projects* and charge for internal site review based on the Grading SWPPP Fees schedule. Enter the Plan Review Fee on the H&T Review line of the application.</p> <p>On projects that Public Works does the entire review* assess the fee based on cost of the land disturbance activity for both plan review and inspections and enter on the PW Land Disturbance line of the application.</p> <p>Inspection – Commercial Projects:</p> <p>Inspection fee amounts shall be based on cost of the land disturbance activity using Table 1100.050 (use table amount less processing fee times 50% to derive the inspection fees); however, the minimum inspection fee shall be 3 inspections x \$47 = \$141. Also charge the minimum \$50 plan review fee (for our plan review coordination with Highways & Traffic who will do the actual review on most projects as noted above). Enter the total fee amount for both plan review & inspections on the PW Land Disturbance line of the application.</p> <p>Plan Review - Residential Projects: Public Works will do the plan review which will require a pre-permit issuance inspection by H&T Inspection prior to approval and permit issuance.</p> <p>Plan review fee amounts shall be based on cost of land disturbance activity using Table 1100.060 (use table amount less processing fee times 50% to derive the plan review fees); however, the minimum plan review fee shall be \$50. Enter this fee amount on the PW Land Disturbance line of</p>	<p>Commercial Projects (located on County Roadway)*: Fees are the same as OLD within Unincorporated County.</p> <p>Commercial Projects (located on Municipal Street/Roadway): Public Works will do the Plan Review and charge for Permit Processing, Plan Review, & Inspections.</p> <p>Base fee on cost of land disturbance activity. Charge \$32 processing fee plus fee amount from Commercial Fee Table for plan review. The minimum total fee shall be \$223 which includes \$32 processing and \$50 min. plan review plus \$141 for 3 inspections.</p> <p>Enter \$32 on PW processing line and fee from Fee Table (or the min. fee as noted above) on PW Land Disturbance line of the application.</p> <p>Residential Projects: Public Works will do Plan Review (unless project abuts a County Roadway) which, prior to approval will require a pre-permit inspection by H&T Inspection, and charge for Permit Processing & Plan Review. H&T will inspect and charge H&T Inspection fees.</p> <p>Base plan review fee on costs of land disturbance activity. Charge \$32 processing plus 50% of the fee amount from the Residential Fee Table for the plan review fee; however, the minimum plan review fee shall be \$50. Enter \$32 on PW processing line and 50% of the fee from Fee Table (or the min. fee as noted above) on PW Land Disturbance line of the application.</p> <p>Inspection fees shall be based on the total estimated inspection hours times the H&T Inspection unit price of \$108.00/hour. The H&T Construction Division Chief Subdivision Inspector will provide the inspection fee amount to be charged with the return of the pre-permit issuance inspection form.</p> <p>Inspection fees on Residential Projects shall be entered on the H&T Inspection line of the application.</p>

Type of Disturbance Permit	Unincorporated County	Municipality w/Contract for both Plan Review & Inspections
<p>OLD Permit con't</p>	<p>the OLD application.</p> <p>Inspection – Residential Projects: Inspection fees shall be based on the total estimated inspection hours, including the pre-permit inspection, times the H&T Inspection unit price of \$108.00/hour. The H&T Construction Division Chief Subdivision Inspector will provide the inspection fee amount to be charged with the return of the pre-permit issuance inspection form.</p> <p>Inspection fees on Residential Projects shall be entered on the H&T Inspection line of the application.</p> <p>Commercial Projects*: H&T Civil Review will do the plan review on a vast majority of the projects (see OLD above) and charge for internal site review based on the Grading SWPPP Fees schedule under a separate X-Permit</p> <p>Public Works will charge the following for Inspections: Charge \$94 for two inspections in addition to normal building permit fee. For projects having multiple building permits (i.e. building, parking lot, etc.) charge one inspection fee on each application. Enter the above inspection fees on the Land Disturbance line of the building permit application.</p> <p>On a project that Public Works does the Plan Review rather than H&T, base land disturbance fee on the cost of disturbance work and charge fee amount from fee table. Enter the land disturbance fee amount on the Land Disturbance line of the building permit application.</p> <p>Residential Projects: Charge \$47 inspection fee in addition to normal Integrated building permit fees.</p> <p>Enter the above inspection fees on the PW Land Disturbance line of the building permit application.</p>	<p>Notes: Where H&T Civil Review does the actual review and PW Review does the coordination follow fee procedure concept outlined for Unincorporated Commercial Projects.</p> <p>Commercial Projects Located on County Roadway*: Fees are the same as OLD's integrated with Building Permit within Unincorporated County.</p> <p>Commercial Projects Located on Municipal Street/Roadway: Public Works will do plan review and charge for Permit Processing, Plan Review and Inspections: Base land disturbance plan review and inspection fee on cost of disturbance work from commercial fee tables in addition to normal building permit fees. The minimum total fee shall be \$124 which shall include min. plan review and two inspections.</p> <p>Residential Projects: Charge \$47 inspection fee in addition to normal integrated building permit fees.</p> <p>Notes: Enter the above fees on the PW Inspection Line of the building permit application and write "LD Review and" above or in front of inspection.</p>
<p>Ordinary Land Disturbance Integrated w/Building Permit</p> <p>Note: Also charge this same fee for excavations and similar site related land disturbance on an individual lot that is part of a previously permitted Major Land Disturbance covering multiple lots.</p>	<p>the OLD application.</p> <p>Inspection – Residential Projects: Inspection fees shall be based on the total estimated inspection hours, including the pre-permit inspection, times the H&T Inspection unit price of \$108.00/hour. The H&T Construction Division Chief Subdivision Inspector will provide the inspection fee amount to be charged with the return of the pre-permit issuance inspection form.</p> <p>Inspection fees on Residential Projects shall be entered on the H&T Inspection line of the application.</p> <p>Commercial Projects*: H&T Civil Review will do the plan review on a vast majority of the projects (see OLD above) and charge for internal site review based on the Grading SWPPP Fees schedule under a separate X-Permit</p> <p>Public Works will charge the following for Inspections: Charge \$94 for two inspections in addition to normal building permit fee. For projects having multiple building permits (i.e. building, parking lot, etc.) charge one inspection fee on each application. Enter the above inspection fees on the Land Disturbance line of the building permit application.</p> <p>On a project that Public Works does the Plan Review rather than H&T, base land disturbance fee on the cost of disturbance work and charge fee amount from fee table. Enter the land disturbance fee amount on the Land Disturbance line of the building permit application.</p> <p>Residential Projects: Charge \$47 inspection fee in addition to normal Integrated building permit fees.</p> <p>Enter the above inspection fees on the PW Land Disturbance line of the building permit application.</p>	<p>Notes: Where H&T Civil Review does the actual review and PW Review does the coordination follow fee procedure concept outlined for Unincorporated Commercial Projects.</p> <p>Commercial Projects Located on County Roadway*: Fees are the same as OLD's integrated with Building Permit within Unincorporated County.</p> <p>Commercial Projects Located on Municipal Street/Roadway: Public Works will do plan review and charge for Permit Processing, Plan Review and Inspections: Base land disturbance plan review and inspection fee on cost of disturbance work from commercial fee tables in addition to normal building permit fees. The minimum total fee shall be \$124 which shall include min. plan review and two inspections.</p> <p>Residential Projects: Charge \$47 inspection fee in addition to normal integrated building permit fees.</p> <p>Notes: Enter the above fees on the PW Inspection Line of the building permit application and write "LD Review and" above or in front of inspection.</p>

*Highways & Traffic will continue to review grading and storm water control measures on commercial projects (PAC Projects) within the Unincorporated County including most Commercial Ordinary LD's, as they had been doing before the adoption of the Land Disturbance Code, even though Public Works will issue the Land Disturbance Permit. There may be occasions when Public Works will do the plan review on Commercial OLD's involving relatively minor grading or similar minor disturbance work. Public Works will also do the review of Commercial Ordinaries located in contracting Municipalities that are not on a County Arterial.

Additional Information:

Per the LD Code, the total estimated cost of Land Disturbance Activities shall include applicable grubbing, site clearing, rough grading, sediment and erosion measures, excavating, backfill, final grading, concrete flatwork, asphalt pavement, and final landscaping.

All site plans for projects with Unincorporated County and Contracting Munis should be stamped by the Reviewer with the "Sitiation and Erosion Control" stamp unless a similar notation is already on the drawings.

The cost for each PW anticipated inspection is \$47.00. The fee for PW additional or extra inspections is also normally \$47.00 except that additional or extra inspections that require more than one(1) hour, including travel time, shall be charged an additional twenty four dollars (\$24.00) for each additional one-half (1/2) hour or fraction thereof.

The cost for each H&T anticipated inspection is \$108.00 per hour of inspection time. The fee for H&T additional or extra inspections is the same rate.

No-Permit Penalties shall be listed on the Penalty line within the Public Works Fees portion of the application. When assessing no-permit penalties consideration should be given to whether the violator has previously violated this Code and whether the occupation or experience of the violator indicates he/she should have known that a permit was required. The following shall be used as a guide in determining the no-permit penalty amount:

	Ordinary Land Disturbance	Major Land Disturbance (<3 acres/>3 acres)
	Property Owner	Property Owner
1 st offense	\$50	\$100/\$200
2 nd offense	\$100	\$200/\$400
3 rd or more offenses	\$150	\$300/\$600
	Contractor	Contractor
	\$100	\$200/\$400
	\$200	\$300/\$600
	\$300	\$500/\$1000

Land Clearance for Redevelopment Authority (LCRA)
Meeting Minutes
October 11, 2017
6:00 p.m.

The October 11, 2017 meeting of the Land Clearance for Redevelopment Authority was held in the 4th Floor Conference room at City Hall, 6801 Delmar, University City. The meeting commenced at 6:03 p.m.

Voting Members Present

Dan Wofsey (Chairperson)
Lisa Greening
Robert Frazier
Dan Rayhawk
Sultan Ali Muhammad (Arrived at 6:40 p.m.)

Non-Voting Council Liaison Absent

Mayor Shelley Welsch

Staff Present

Andrea Riganti, Director of Community Development

1. Approval of Minutes

The minutes for the November 12, 2015 meeting were approved unanimously.

2. Consideration of a Blight Analysis and Redevelopment Plan for 1351 N. Hanley

Ms. Riganti explained the agenda item. The developer for 1351 N. Hanley, the former Nathaniel Hawthorne School, submitted an application for tax abatement. The developer intends to redevelop the former school into thirty-seven (37) market rate apartments and construct a ten unit townhome building north of the existing school. In accordance with the state statutes for a tax abatement through the LCRA, the first step in the process is for the City's LCRA to consider a blight analysis and redevelopment plan for the subject property.

Ms. Riganti asked members to refer to the blight analysis and redevelopment plan which were included in the materials distributed to the LCRA before the meeting.

Matt Masiel, 7777 Bonhomme Avenue, with Screaming Eagle Development discussed the redevelopment plan. The project includes the renovation of the vacant three story former elementary school into 37 market rate apartments. The school building was recently listed on the National Register of Historic Places and Mr. Masiel will be seeking historic tax credits to assist with the renovation. The project also includes the construction of a new building to include townhomes. Amenities for the project include a fitness center, resident lounge, kitchen, grilling area and greenspace. The site plan for the development has been presented to the surrounding neighbors, and will be formally considered by City Council at an upcoming meeting.

Mr. Austin Albert, a consultant with Development Strategies, discussed the blight analysis. The redevelopment area suffers from several physical and economic deficiencies. These conditions include interior and exterior deterioration, functional obsolescence, social liability, environmental contamination and safety concerns. The existing conditions within the redevelopment area meet the definition of a blighted area as outlined in Section 99.320(3) RSMo.

Questions from LCRA members and responses include:

- What is the timeline for completion?
Construction is expected to take 8-9 months. Project initiation is dependent on when complete financing is secured, including historic tax credits.
- What are the expected rents?
Between \$1.07 and \$1.19 per square foot.
- Who is the project contractor?
Pinnacle
- Has the developer completed other similar historic renovation projects?
The developer's partner, Vince Ebersoldt, has completed several large scale historic renovation projects in the City of St. Louis. Mr. Ebersoldt reviewed some of the projects.

Ms. Riganti asked the LCRA to review a resolution regarding the blight analysis and redevelopment plan. The LCRA's recommendation on these items will be forwarded to Plan Commission and City Council. Both bodies will also consider the blight analysis and redevelopment plan for the project.

Ms. Greening motioned to approve Resolution 2017-1, seconded by Mr. Rayhawk. By a vote of 5-0, the resolution was approved.

There being no further business, the meet was adjourned at 6:50 p.m.

**Board of Adjustment
November 20, 2017 Meeting Minutes**

A Board of Adjustment meeting was held on Monday November 20, 2017 at the Heman Park Community Center located at 975 Pennsylvania Ave., University City, Missouri. The meeting commenced at 6:40 pm.

Members Present

Charles Marentette, Chairperson
Roger McFarland, Vice-Chairperson
Denise Anderson
Gary Nelling
John Owens

Members Absent

Non-Voting Members Absent

Rod Jennings, Council Liaison

Staff Present

Andrea Riganti, Director of Community Development
Andrew Stanislav, Planner

1. Approval of Minutes

The minutes from the October 16, 2017 Board of Adjustment meeting were approved.

2. Case # BOA 17-07 – 7372 Tulane Avenue

Mr. Marentette introduced the variance request to construct a two-story two-family dwelling on a vacant lot at 7372 Tulane Avenue, maintaining 1) a minimum lot size of 4,282 square feet in lieu of 6,000 square feet and 2) a front yard setback from Jackson Avenue of 10 feet in lieu of 15 feet from the western property limit, as required by sections 400.160.A.1, 400.220.A.2, and 400.1070 of the Zoning Code for the residential lot in the "LR" – Limited Residential District.

Mr. Marentette read the standards for granting a variance as per Section 400.2950 of the Zoning Code into the record. He asked if there were exhibits to be entered into the record. Ms. Riganti entered the following exhibits: the zoning code, the variance application, and the public hearing notice affirmation.

Mr. Marentette swore in Mr. Pavel Ivanchuk, with Osnova Architecture, 101 S Brent Avenue, St. Louis, MO 63112, who represented property owner Mr. Alex Raskin, with D&A Group, LLC, 13 Scarsdale Lane, Richmond Heights, MO 63117, requesting a variance to construct a two-story two-family dwelling on a vacant lot at 7372 Tulane Avenue, maintaining 1) a minimum lot size of 4,282 square feet in lieu of 6,000 square feet and 2) a front yard setback from Jackson Avenue of 10 feet in lieu of 15 feet from the western property limit, as required by sections 400.160.A.1, 400.220.A.2, and 400.1070 of the Zoning Code for the residential lot in the "LR" – Limited Residential District. Mr. Marentette also swore in Mr. Raskin, Ms. Riganti, and members of the public who requested to speak.

Ms. Riganti presented slides providing background and contextual information for the property. She explained that the proposed buildable lot size of the application did not meet the administrative exception of Section 400.1020 of the Zoning Code which allows a

buildable lot size of 4,500 square feet within the “SR” – Single Family Residential and “LR” – Limited Residential zoning districts.

Mr. Ivanchuck explained the request and presented slides supporting the proposed buildable lot size. He stated that most lots in the neighborhood are approximately 4,000 square feet, which is less than what the request was asking. He illustrated these lots in his presentation, along with a former survey of the subject property which depicted a ten (10) foot setback as originally platted.

Ms. Riganti stated that staff does not object to the variance requests, stating that staff discovered five precedents of a variance granted to build on a residential lot of similar sizes below 4,500 square feet in the general vicinity of the subject property. She stated that the setback request was not deemed exorbitant and is consistent with the prevailing pattern of the neighborhood.

Ms. Anderson and Mr. Marentette both visited the site but did not speak with the property owner. Mr. Owens drove past the property, and Mr. Nelling and Mr. McFarland did not visit the site.

Public Comments

- Helen Petropoulos, resident of 7360 Dartmouth, stated that she has lived at the stated address for over 40 years and was opposed to the variance request for a setback reduction of ten (10) feet to allow for greater space when walking on the sidewalks. She stated that she was also concerned with how the proposed project would potentially add to the parking issues of the neighborhood, specifically along Tulane, Dartmouth, and Amherst where most two-family dwellings can have up to six cars, for example. She stated that utility workers also have a difficult time accessing homes due to excessive parking along these streets.
- David Pultman, property owner of 7371 Tulane Avenue, stated that he lives directly north of the subject property and is also concerned with parking issues. He stated that he is one of few residents along the street who park in their respective driveways and some people also park along Jackson Avenue who live in this area. He stated that additional dwellings will increase the current parking problems.

Mr. Raskin stated that he understands the parking issues as he has lived in University City since 1995. He stated that the proposed units of the two-family dwelling are not for rent as he is building the structure as a residence for his family members. He further stated that he owns seven (7) buildings along Tulane Avenue and has never received a complaint or a ticket from the City, and the basement of the proposed structure will provide garage parking for four (4) vehicles.

Mike Asbury, property owner of 6726 Vernon Avenue, interjected to ask who the Board of Adjustment members were. Mr. Marentette stated that the members were all University City residents who volunteer as members of the Board.

Ms. Riganti stated that four off-street parking spaces are required by the Zoning Code and are met as per the proposed plans.

Having no additional requests to speak, the public hearing portion of the case was closed.

Ms. Anderson stated that as a realtor in University City, she understood the parking issues described by the public as most existing garage and driveways in the area are difficult in accommodating the size of modern vehicles, especially SUVs. She stated that this is a consequence of the age of the structures as well as the density of the neighborhoods. She further stated that she has no concern with the requested variance for a setback reduction and was impressed that the design of the proposed structure incorporated parking for four vehicles.

Board members discussed the proposal and agreed that the request met the hardship requirements set forth in the Zoning Code. The Board members agreed that the request for a variance was reasonable given the circumstances.

Mr. Marentette called for a vote. The variance request was approved by a vote of five (5) to zero (0).

2. Case # BOA 17-08 – 877 Kingsland Avenue

Mr. Marentette introduced the variance request to expand the retail center parking lot at 877 Kingsland Avenue, maintaining a maximum site coverage of 84 percent in lieu of 78 percent as authorized under a Conditional Use Permit, which increased the percent required by Section 400.640.D of the Zoning Code for the commercial lot in the "IC" – Industrial Commercial District.

Mr. Marentette asked if there were exhibits to be entered into the record. Ms. Riganti entered the following exhibits: the zoning code, the variance application, and the public hearing notice affirmation. Mr. Williams entered his presentation into the record.

Mr. Marentette swore in Mr. Kevin Williams, with Carmody MacDonald, 120 S Central Avenue Suite 1800, St. Louis, MO 63105, who requested the variance on behalf of property owner M.D. Jones, LLC, to expand the retail center parking lot at 877 Kingsland Avenue, maintaining a maximum site coverage of 84 percent in lieu of 78 percent as authorized under a Conditional Use Permit, which increased the percent required by Section 400.640.D of the Zoning Code for the commercial lot in the "IC" – Industrial Commercial District. Mr. Marentette also swore in Ms. Riganti and members of the public who requested to speak.

Ms. Riganti presented slides providing background and contextual information for the property. She explained that a Conditional Use Permit was approved in 2002 that allowed 82 parking spaces, which was based on the current Zoning Code at that time using a calculation of one space per 200 square feet of space. She stated that this calculation was for the laundromat, office, and retail use but did not anticipate a restaurant use in the building.

Mr. Williams explained the request and presented slides supporting the proposal. He stated that he has been affiliated with the property since the development's original proposal in 1997. He stated that a variance request for an increase in site coverage was to add additional parking spaces to alleviate the property's current parking issues, mainly due to a restaurant use presently occupying approximately one-third of the building. Mr. Williams also stated alternatives previously investigated to mitigate the parking issue, including acquiring property to the west and forming agreements with other nearby property owners.

Ms. Riganti stated comments for the record, including the two purposes of the Zoning Code's site coverage regulations being for aesthetic purposes and storm water runoff. She stated that while aesthetic concerns will be satisfied, the increased impervious surfaces proposed were discussed with the Director of Public Works and Parks and the Deputy Building Commission as it pertains to storm water. Both **CW** would be satisfied with additional plantings or alternatives that address the increase in storm water runoff. She stated that when the building was originally envisioned, a restaurant use was not anticipated and therefore was poorly planned in terms of parking.

Mr. Owens and Mr. Marentette both visited the site but did not speak with the property owner. Ms. Anderson, Mr. Nelling, and Mr. McFarland did not visit the site.

Board members discussed the location of the white fence along the west side of the property, which was determined to be near the property boundary but not along the property line in some areas, such as near the abutting residential property along Vernon Avenue. The existing fence is proposed to move to the property line at this location as part of the proposal to add parallel parking.

Public Comments

- Alice Asbury, property owner of 6726 Vernon Avenue, stated that the property along the southwest of the subject property belongs to the University Heights private subdivision as a walkway. She stated that she has concerns with storm water runoff, parking in regards to the trash receptacles, and the large loading trailers that pull into and out of the subject property. She stated that the fence along the west property line is constantly in disrepair and that there is too much noise coming from the property, which she suspected is from the restaurant. She stated that the two drains on the property have caved in near the entrance on Vernon Avenue due to the large trucks, and there is parking in front of her house, three lots west along Vernon, as a result of the lack of parking on site.
- Mary Anne Gaston, property owner of 780 Harvard Avenue, stated that her property in University Heights abuts the subject property along the southwest corner where additional parking is proposed. She stated that she is concerned with increased noise, lighting, and storm water runoff, and would like to see the greenspace buffer preserved to maintain an expected quality of life and property value. She stated that employees currently park around the rear perimeter of the building and create loud noise during the evening and night time. She stated that University Heights erected a chain link fence and gate at the request of the Police Department, and she questioned why additional parking was not proposed along Vernon instead of near the residential areas as well as what the proposed landscaping would entail.

The Board members asked Mr. Williams what the greenspace area is as proposed with the additional pavement. Mr. Williams stated site coverage would be increased by six percent (approximately 4,000 square feet) as per the four areas indicated for additional pavement, although a more detailed analysis per area was not available at that time. The Board also discussed the proposed tandem parking spaces on the southwest portion of the lot and questioned the appropriateness of employee parking near the residential areas. The Board also determined that lighting and landscaping have not been finalized and provided recommendations on more suitable locations and design elements for the proposed parking. The Board suggested producing an architectural site plan that detailed the proposed elements as to avoid ambiguity with their vote and judgement.

Tegan Hurvey, property owner of 6720 Vernon Avenue, stated that she lives in the single-family home abutting the subject property along Vernon Avenue. She stated that patrons of the retail center currently parallel park along the west side of the property, which has resulted in various accidents over time. She stated that there is little area for employees to park and the development is not residentially friendly.

Mr. Williams asked the Board of Adjustment to postpone the variance request. The Board suggested providing an architectural site plan of the proposal, including landscaping, and mitigating the neighborhood impact of additional parking.

Ms. Riganti confirmed that the Board's vote on this variance request was postponed to a later date.

3. Adjournment

The meeting adjourned at 8:00 p.m.

