



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

ZOOM MEETING INFORMATION

Members of the public may access live audio and/or video by accessing the following:

<https://us02web.zoom.us/j/88458514841>

phone: 1 312 626 6799

Webinar ID: 884 5851 4841

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC An opportunity for members of the public to address the City Council regarding issues or concerns not already on the agenda for this meeting. Those wishing to speak will be asked to limit comments to three minutes and to complete a speaker card.

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

6:00 p.m. - 7:00 p.m. - Work Session

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

CONSENT AGENDA

1. Approval of September 23, 2024, City Council Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing from 9/19/24 to 10/9/24

UNFINISHED BUSINESS

2. Bill No. 6137 - An Ordinance approving a final subdivision plat for a subdivision known as BaCon Estates, City of Creve Coeur, St. Louis County, Missouri. Final Reading and Passage.



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Summary: Bill Simpson, of Banjak and Associates, has submitted a request for the final plat approval to subdivide the property at 350 South Mason Road into three lots for three new homes. The total area of each lot is 52.275 square feet. The subject property is zoned A Single Family Residential, and no changes to the zoning district are being requested. The preliminary plat was approved on July 15, 2024 and subdivision improvement plans will be reviewed on an individual lot basis once the lots are sold for development.

- 3. Bill No. 6138- An Ordinance of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission to enable the City to construct the Ladue Road Improvement Project. Final Reading and Passage.**

Summary: City staff recommends that the City execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission (MoDOT) in order to accept federal grant funding assistance for asphalt pavement resurfacing, sidewalk improvements, and signal upgrades to Ladue Road.

NEW BUSINESS

- 4. Bill No. 6139 - An Ordinance of the City of Creve Coeur, approving a contract entered by and between Saint Louis County Board of Police Commissioners, for and on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, and the City of Creve Coeur, for the services of a Creve Coeur Police Officer as an instructor. First Reading.**

Summary: For the current fiscal year, the Police Department has a 50th full-time commissioned position that is designated as a detached developmental position (full-time instructor at the St. Louis County and Municipal Police Academy). This position provides a valuable developmental opportunity and is part of the vision to improve employee retention. Additionally, this assignment enhances the City's partnership with other law enforcement agencies in the region. The request is to renew the arrangement.

- 5. Bill No. 6140 - An Ordinance for the holding of a General Election in the City of Creve Coeur, Missouri, on the 8th day of April 2025, for the election**



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of one Council Member from each of the four wards, each for a full two-year term, and for the conduct of said election by the Board of Elections of St. Louis County, Missouri, and for other matters relating and pertaining to such election. First Reading.

Summary: Ordinance setting the 2025 City Council Election and prescribing the forms regarding nominations.

6. Res. No. 1755 - A Resolution of the City Council of the City of Creve Coeur, Missouri, to establish and adopt a Restoration Policy for Creve Coeur City-funded Stormwater Program Projects.

Summary: A resolution to establish and adopt a Restoration Policy for City-funded Stormwater Program Projects. The proposed policy was collaboratively created by staff and the Stormwater Committee. The goal of having a defined policy is to help ensure that projects are consistently and equitably managed. The policy will be used during the easement acquisition process for projects and will provide the residents with a clear understanding about what restoration activities will and will not be performed in easement areas as part of the project. If approved, the restoration policy would be an addition to current documents used by the City staff during easement discussions with homeowners.

APPOINTMENTS

- 7. Economic Development Committee**
- 8. Nominating Committee for Citizen of the Year**

BUSINESS FROM MAYOR AND CITY COUNCIL

- 9. *Council Liaison Reports***

BUSINESS FROM CITY ADMINISTRATOR

10. Electric Vehicle Subcommittee Recommendations

Summary: The Electric Vehicle Subcommittee - Energy and Environment & Finance Committee's recommendations for adding electric vehicles to the Police Department and Department of Public Works fleets.

11. Neighborhood Improvement District (NID) Policy

Summary: The Missouri Neighborhood Improvement District (NID) Act (RSMO



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67.453-67.475) allows municipalities to assist with funding public infrastructure improvements through NID financing. This is achieved by issuing bonds or creating a financial agreement, with the costs repaid through special assessments on properties within the district. A neighborhood has approached the city about creating a NID to finance the resurfacing and public dedication of a street. Staff has drafted a policy related to requests for NID financing for discussion.

12. Illuminated Street Signs on Ladue Road

Summary: Consider the installation of illuminated street signs with the Ladue Road STP project at the intersections of Spoede, Graeser and Mosley at a cost of \$5,000 per illuminated street sign for a total additional cost of \$40,000.

ADJOURNMENT

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

Posted by: _____

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, September 23, 2024, at 7:00 PM.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

Mayor Hoffman requested a moment of silence in honor of St. Louis police officer David Lee, who lost his life in the line of duty on September 22, 2024.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Tim Carney
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Joseph Martinich
Council Member, Ward 4 Scott Saunders

Council Member, Ward 2 Kimberly Norwood was absent.

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Director of Public Works Jim Heines, Assistant Director of Public Works/City Engineer Steven Berez, Chief of Police Jeffrey Hartman, Information Systems Coordinator Chris Tumbarello, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 3 Hoffman

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders



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

ANNOUNCEMENTS

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

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 3 Hoffman

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders

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

1. Approval of September 9, 2024, City Council Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing from 9-5-2024 to 9-18-2024

UNFINISHED BUSINESS

2. Bill No. 6132 - An Ordinance Ordering the Levy and Establishment of the Rates of Annual Taxes for Municipal Purposes in the City of Creve Coeur for the Year 2024. Final Reading and Passage.

City Clerk read Bill No. 6132 for the final time.

Director of Finance Lori Obermoeller explained that the bill needs to be revised to lower the commercial tax rates in response to the increased assessed valuations by the Board of Equalization. This adjustment reduces the commercial rate from \$0.079 to \$0.078.

Council Member Saunders made a motion, seconded by Council Member Martinich, to approve the amendment as proposed.



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RESULT: AMENDMENT APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 4 Spence

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders

RESULT: APPROVED BILL NO. 6132 AS AMENDED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders

The vote on the motion being 7 ayes and 0 nays, motion carried. Amended Bill No. 6132 becomes Ordinance No. 5907.

- 3. Bill No. 6135 - An Ordinance amending Ordinance No. 5029 to allow for a middle school component for Desmet Jesuit High School at the property addressed 233 N. New Ballas Road. Final Reading and Passage.**

City Clerk read Bill No. 6135 for the final time.

Council Member Carney stated that the middle school would be a valuable addition to the City and its residents.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6135 becomes Ordinance No. 5908.

- 4. Bill No. 6136 - An Ordinance authorizing a second amendment to the Drury Inn Hotel Conditional Use Permit, Ordinance Number 1756, as amended for exterior alterations, an increase to the number of hotel rooms, and to provide updated parking requirements. Final Reading and Passage.**

City Clerk read Bill No. 6136 for the final time.



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Council Member Spence stated the updates would be great for residents, visitors, and the City.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6136 becomes Ordinance No. 5909.

NEW BUSINESS

5. Bill No. 6137 - An Ordinance approving a final subdivision plat for a subdivision known as BaCon Estates, City of Creve Coeur, St. Louis County, Missouri. First Reading.

City Clerk read Bill No. 6137 for the first time.

Council Member Manlin recused himself from the discussion.

Director of Community Development Jason Jaggi gave an overview of the application (see Exhibit A), explaining that the property would be subdivided into three lots for the construction of three new homes. He also mentioned that the subdivision improvement plans would be reviewed individually once the lots are sold for development. Mr. Jaggi noted that the Planning and Zoning Commission had recommended approval at their meeting on September 16, 2024.

Council Member Carney confirmed that all three lots would have access from Mason Road, and a portion of the right-of-way would be dedicated to St. Louis County for the installation of sidewalks.

Council Member Spence confirmed that the sewer lines would need to be extended, as connections are not readily available. Mr. Jaggi noted that the nearest connections would be located in the City of Town and Country.

Council Member Newman confirmed that these lots would be included in Ward 3.

Council Member Manlin returned to the dais.



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- 6. Bill No. 6138- An Ordinance of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission to enable the City to construct the Ladue Road Improvement Project. First Reading.**

City Clerk read Bill No. 6138 for the first time.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the agreement, stating that the project includes asphalt pavement resurfacing, sidewalk accessibility updates, and signal upgrades. Mr. Berecz stated signal upgrades would include all new signals at Mosley Road and new camera detection systems at the intersections of Mosley, Graeser, and Spoede Road. He noted that construction would begin in the spring or summer of 2027.

Council Member Saunders asked whether the signal updates would include a black powder coating and illuminated street signs. City Administrator Mark Perkins confirmed that the City utilizes black powder coating, and that illuminating the side streets in these areas would be considered.

- 7. Resolution No. 1754- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Brady Construction, Inc., for the Venable Park Restroom Conversion Project for the not-to-exceed lump sum amount of \$97,980.00.**

City Clerk read Resolution No. 1754.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract, stating that construction is expected to be completed by mid-December of this year. Mr. Berecz mentioned that the restrooms would be heated to enable year-round use and noted that Brady Construction had recently finished the restroom renovations at Conway and Malcolm Terrace Parks.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 3 Hoffman

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders

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



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APPOINTMENTS

8. Finance Committee and Planning and Zoning Commission

To approve the appointments as recommended by the Nominating Committee:

Finance Committee

- Christopher Floyd - appoint for 3 yr. (exp. 6/30/2027)
- Aaron Fields - appoint for 3 yr. (exp. 6/30/2027)

Parks and Historic Preservation Committee

- Heather Silverman - appoint for 3 yr. (exp. 6/30/2027)

Planning and Zoning Commission

- Stephan Tomlinson - appoint for 3 yr. (exp. 6/30/2027)

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 1 Spence

SECONDER: Council Member Ward 4 Saunders

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders

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

BUSINESS FROM MAYOR AND CITY COUNCIL

9. Council Liaison Reports

Council Member Newman reported that the Parks and Historic Preservation Committee recently met and voted to recommend that the City Council extend the pause on demolishing the Lake School House. This extension would allow staff time to meet with the Parkway Superintendent and give another construction company the opportunity to review the necessary repairs, provide a bid, and assess options for making the school safe, functional, and potentially suitable for future programming. Mayor Hoffman stated that he and City Administrator Mark Perkins are scheduled to meet with Dr. Keith Marty on September 24, 2024.



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BUSINESS FROM CITY ADMINISTRATOR

No Business from the City Administrator.

ADJOURNMENT

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 3 Hoffman

SECONDER: Council Member Ward 4 Saunders

AYES: Manlin, Spence, Carney, Hoffman, Newman, Martinich, Saunders

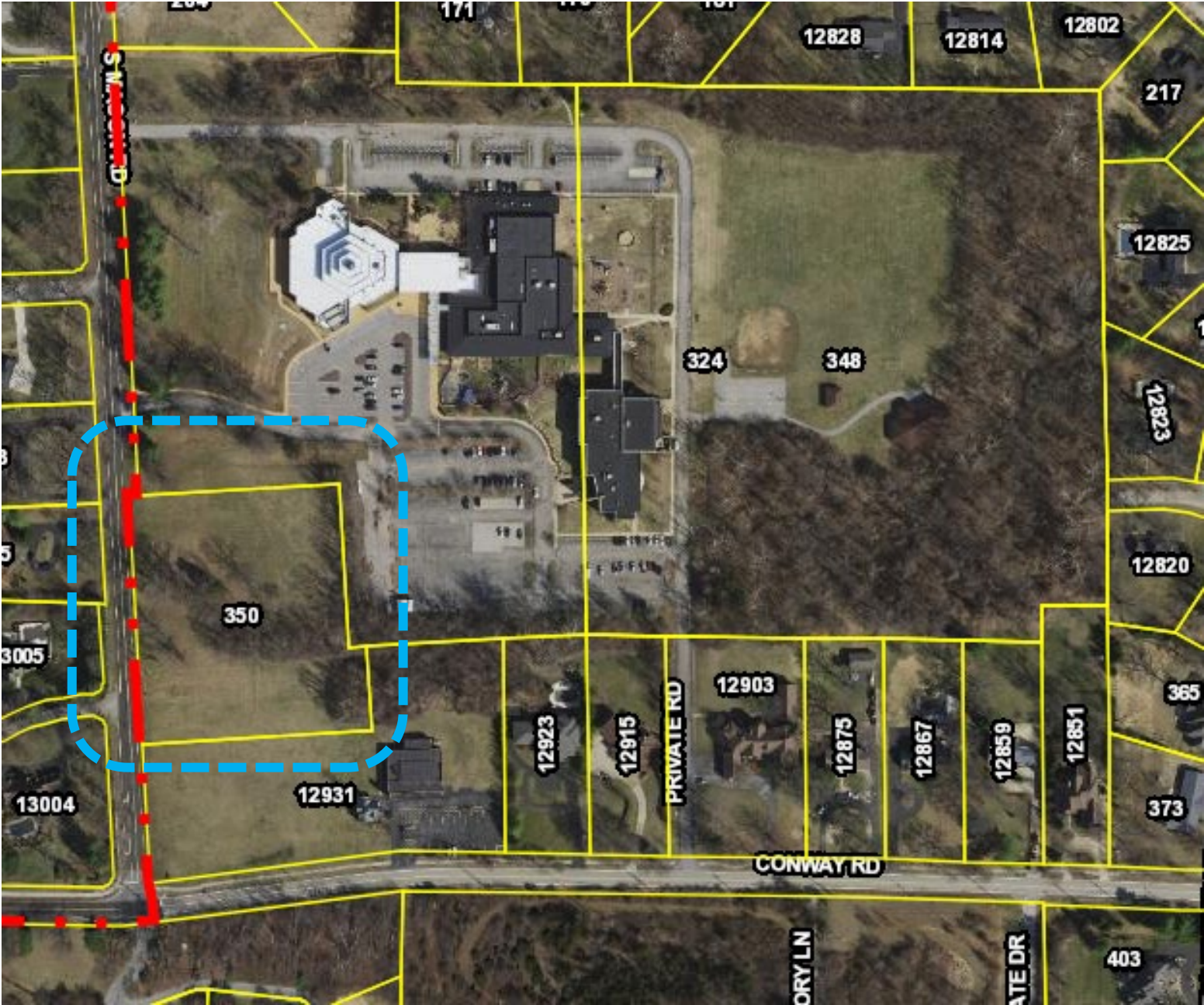
The vote on the motion being 7 ayes and 0 nays, motion carried.

The meeting adjourned at 7:18 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor





MEMORANDUM

DATE: October 10, 2024

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from September 19, 2024 to October 9, 2024 in the amount of \$2,588,697.54.



Creve Coeur, MO

Council Report of Invoices Paid Listing

By Fund

Payment Dates 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
LAGERS	9103 SEP 2024	09/27/2024	LAGERS SEP 2024 PMT	01-2317	DFT0009560	137,625.24
PAYROLL MS CONTRIBUTIONS	INV0002211	09/27/2024	ICMA ROTH IRA %	01-2319	DFT0009542	196.98
FAMILY SUPPORT DIVISION	INV0002212	09/27/2024	CHILD SUPPORT	01-2113	DFT0009543	840.93
CHILD SUPPORT OFFICE						
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	ER PENSION 10%	01-2312	DFT0009544	833.70
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	ICMA ROTH 457 \$	01-2318	DFT0009544	1,727.31
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	MS ROTH IRA CATCHUP\$	01-2318	DFT0009544	40.00
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	ICMA ROTH 457 %	01-2318	DFT0009544	4,201.84
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	ICMA ROTH IRA \$	01-2319	DFT0009544	477.70
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	ICMA 457 \$	01-2322	DFT0009544	8,102.94
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	ICMA 457 %	01-2322	DFT0009544	1,974.91
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	ICMA 457 \$	01-2322	DFT0009544	692.33
PAYROLL MS CONTRIBUTIONS	INV0002213	09/27/2024	ICMA LOAN PAYMENT	01-2324	DFT0009544	636.50
MOST MISSOURI 529	INV0002214	09/27/2024	MOST 529 COLLEGE SAVINGS...	01-2323	DFT0009545	785.00
SAVINGS PLAN						
VOYA	INV0002215	09/27/2024	VOYA 457 %	01-2321	DFT0009546	112.49
VOYA	INV0002215	09/27/2024	VOYA 457\$	01-2321	DFT0009546	290.00
VOYA	INV0002215	09/27/2024	VOYA 457 %	01-2321	DFT0009546	1,615.76
DEPARTMENT OF TREASURY	INV0002216	09/27/2024	SOCIAL SECURITY	01-2102	DFT0009547	42,500.76
DEPARTMENT OF TREASURY	INV0002216	09/27/2024	MEDICARE	01-2103	DFT0009547	9,960.60
DEPARTMENT OF TREASURY	INV0002216	09/27/2024	FEDERAL WITHHOLDING	01-2104	DFT0009547	32,875.64
PAYROLL MISSOURI	INV0002217	09/27/2024	STATE WITHHOLDING	01-2105	DFT0009548	12,284.00
WITHHOLDING TAXES						
DEPARTMENT OF TREASURY	INV0002218	09/30/2024	SOCIAL SECURITY	01-2102	DFT0009549	640.16
DEPARTMENT OF TREASURY	INV0002218	09/30/2024	MEDICARE	01-2103	DFT0009549	149.74
DEPARTMENT OF TREASURY	INV0002218	09/30/2024	FEDERAL WITHHOLDING	01-2104	DFT0009549	100.00
PAYROLL MISSOURI	INV0002219	09/30/2024	STATE WITHHOLDING	01-2105	DFT0009550	101.00
WITHHOLDING TAXES						
ST LOUIS AREA HEALTH	1024	10/03/2024	GROUP HEALTH OCT 24	01-2211	1286	122,542.37
INSURANCE TRUST MEDICAL						
ST LOUIS AREA HEALTH	1024	10/03/2024	GROUP HEALTH OCT 24	01-2225	1286	3,547.34
INSURANCE TRUST MEDICAL						
EQUITABLE FINANCIAL LIFE	1612634	10/03/2024	COBRA DENTAL OCT 24	01-2226	1278	161.32
INSURANCE COMPANY						
EQUITABLE FINANCIAL LIFE	1612788	10/03/2024	DENTAL OCT 24	01-2213	1278	5,947.45
INSURANCE COMPANY						
FIDELITY SECURITY LIFE	166481044	10/03/2024	COBRA VISION INS OCT 24	01-2224	67972	16.10
INSURANCE COMPANY						

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
FIDELITY SECURITY LIFE INSURANCE COMPANY	166483092	10/03/2024	VISION OCT 24	01-2218	67972	983.14
AMERICAN UNITED LIFE INSURANCE COMPANY	619325-10/1/24	10/03/2024	VOL AD&D OCT 24	01-2216	1273	68.60
MISSOURI DEPARTMENT OF REVENUE	CVC AUG 24	10/03/2024	CRIME VICTIMS COMPENSAT...	01-2413	67982	15.00
MISSOURI DEPARTMENT OF REVENUE	CVC AUG 24	10/03/2024	MISC POLICE FUND REVENUE...	01-4604	67982	-0.74
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	VOL AD & D	01-2216	1274	86.21
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	VOL LIFE	01-2216	1274	1,356.90
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	SHORT TERM DIS	01-2222	1274	855.67
ST LOUIS COUNTY CIRCUIT CLERK	INV0002210	10/03/2024	GARNISHMENT	01-2111	67990	188.89
MISSOURI DEPARTMENT OF REVENUE	POST AUG 24	10/03/2024	POST COMMISSION FUND A...	01-2412	67981	2.00
REITZ & JENS INC	16500	10/09/2024	OLIA VILLAGE PROF SERVC T...	01-2806	1307	5,673.08
						400,208.86
						400,208.86

Department: 11 - LEGISLATIVE SERVICES

Division: 12 - MAYOR AND CITY COUNCIL

MRC I LLC	2024-0992	10/03/2024	ELECTRONICS RECYCLING EV...	01-11-12-7315	1281	4,330.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-11-12-5234	1274	43.20
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Donuts - Coffee with the Ma...	01-11-12-6264	DFT0009601	55.17
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Agenda Review	01-11-12-6264	DFT0009601	108.99
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Council Dinner 8.26.24	01-11-12-6264	DFT0009601	569.92
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	CCO State of the Cities Lunch...	01-11-12-6264	DFT0009601	26.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	CCO State of the Cities Lunch...	01-11-12-6264	DFT0009601	156.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Certified Mail- Olia Village M...	01-11-12-7304	DFT0009601	17.90
Division 12 - MAYOR AND CITY COUNCIL Total:						5,307.18

Division: 13 - CITY CLERK

MISSOURI CCFO ASSOCIATION EASTERN DIVISION	10/24 MONTHLY LUNCH	10/03/2024	MEMBERSHIP LUNCH ON 10...	01-11-13-6264	67980	20.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-11-13-5234	1274	25.90

Council Report of Invoices Paid Listing

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-11-13-5235	1274	2.27
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-11-13-5236	1274	18.89
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	MoCCFOA Athenian Dialogue	01-11-13-6261	DFT0009601	17.28
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	MoCCFOA Fall Regionals	01-11-13-6265	DFT0009601	201.00

Division 13 - CITY CLERK Total:	285.34
Department 11 - LEGISLATIVE SERVICES Total:	5,592.52

Department: 12 - ADMINISTRATION

Division: 11 - ADMINISTRATIVE

RICHARD DECOLLO	7583	10/03/2024	NEWSLETTER MAILING OCT ...	01-12-11-6203	67986	254.61
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES ADMIN 8/21/2...	01-12-11-6253	67992	49.50
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-12-11-5234	1274	121.09
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-12-11-5235	1274	10.59
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-12-11-5236	1274	87.12
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Pre-Employment Background...	01-12-11-6202	DFT0009601	15.55
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Advertising - LinkedIn HRG	01-12-11-6260	DFT0009601	60.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Business newsletter subscript..	01-12-11-6262	DFT0009601	76.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Wall Street Journal	01-12-11-6262	DFT0009601	12.00
ASI	A000178624idHfg	10/09/2024	HRA & FSA ADMIN FEES SEP ...	01-12-11-6203	1293	465.50

Division 11 - ADMINISTRATIVE Total:	1,151.96
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Division: 14 - MUNICIPAL COURT

T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES COURT 8/21/24..	01-12-14-6253	67992	24.75
STEVEN E SOKOLIK	AUG 24 COLLINS	10/03/2024	PAYMENT FOR LEGAL SERVIC...	01-12-14-6201	67991	14.58
STEVEN E SOKOLIK	AUG 24 LOCKHART	10/03/2024	PAYMENT FOR LEGAL SERVIC...	01-12-14-6201	67991	39.58
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-12-14-5234	1274	49.73
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-12-14-5235	1274	4.35
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-12-14-5236	1274	36.26
STEVEN E SOKOLIK	JUL 24 COLLINS	10/03/2024	LEGAL SERVICES	01-12-14-6201	67991	212.50
STEVEN E SOKOLIK	JUL 24 HARRIS	10/03/2024	LEGAL SERVICES	01-12-14-6201	67991	16.67
STEVEN E SOKOLIK	JUL 24 LOCKHART	10/03/2024	LEGAL SERVICES	01-12-14-6201	67991	104.17

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
STEVEN E SOKOLIK	JUL 24 VOGT	10/03/2024	LEGAL SERVICES	01-12-14-6201	67991	218.75
Division 14 - MUNICIPAL COURT Total:						721.34
Department 12 - ADMINISTRATION Total:						1,873.30

Department: 13 - FINANCE

Division: 11 - ADMINISTRATIVE

PAYROLL MISSOURI WITHHOLDING TAXES	INV0002217	09/27/2024	STATE WITHHOLDING	01-13-11-6202	DFT0009548	0.50
GFOA OF MISSOURI	10/09/24 LUNCH	10/03/2024	GFOA LUNCHEON 10/09/24 ...	01-13-11-6264	67974	34.00
SIKICH LLP	66629	10/03/2024	SBITA LEDGER LICENSE FEE	01-13-11-6209	1285	1,000.00
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES FIN 8/21/24-9/...	01-13-11-6253	67992	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-13-11-5234	1274	102.72
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-13-11-5235	1274	8.99
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-13-11-5236	1274	73.74
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	GFOA Dues - Tracy Brothers	01-13-11-6262	DFT0009601	75.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	GFOA Dues - Lori Obermoeller	01-13-11-6262	DFT0009601	75.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	APA MEMBERSHIP FOR CHER...	01-13-11-6262	DFT0009601	299.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	GAPP DUES FOR CHERYL BASS	01-13-11-6262	DFT0009601	75.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	GFOA FALL SEMINAR - OBER...	01-13-11-6265	DFT0009601	125.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	LUMBAR SUPPORT PILLOW ...	01-13-11-7304	DFT0009601	23.98
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 REVERS...	10/09/2024	GFOA FALL SEMINAR - OBER...	01-13-11-6265	68021	-125.00
Division 11 - ADMINISTRATIVE Total:						1,792.68

Division: 15 - INTERDEPARTMENTAL

CHARTER COMMUNICATIONS	173957701090124	09/19/2024	ANALOG & PW GARAGE CO...	01-13-15-6253	1253	511.45
WUSSLER BUSINESS FORMS INC	5272	09/25/2024	BUSINESS CARDS WHITTAKER...	01-13-15-7312	1272	174.00
AT&T	3149832705-09/07/24	09/26/2024	MONITOR LINE ICE ARENA 09...	01-13-15-6253	67949	148.56
ODP BUSINESS SOLUTIONS LLC	385578373001	09/26/2024	ENVELOPES AND LAMINATI...	01-13-15-7312	67960	31.08
ODP BUSINESS SOLUTIONS LLC	386383391001	09/26/2024	PAPER AND TONER	01-13-15-7312	67960	63.29
QUADIENT LEASING USA INC	61344718	09/26/2024	METER RENTAL 09/17/24-10...	01-13-15-6266	67962	50.00
QUADIENT LEASING USA INC	61344843	09/26/2024	METER RENTAL 08/17/24-09...	01-13-15-6266	67962	50.00
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	1024	10/03/2024	GROUP HEALTH OCT 24	01-13-15-5230	1286	16,502.59

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	1024	10/03/2024	GROUP HEALTH OCT 24	01-13-15-5230	1286	-200.00
ODP BUSINESS SOLUTIONS LLC	384120454001	10/03/2024	STENO BOOKS, MEMO PADS,...	01-13-15-7312	67983	76.14
ODP BUSINESS SOLUTIONS LLC	384180732001	10/03/2024	RIBBON	01-13-15-7312	67983	20.78
ODP BUSINESS SOLUTIONS LLC	386086064001	10/03/2024	TONER AND PAPER	01-13-15-7312	67983	444.86
ODP BUSINESS SOLUTIONS LLC	388510629001	10/03/2024	PENS, CALCULATOR, FOLDERS	01-13-15-7312	67983	145.74
WUSSLER BUSINESS FORMS INC	5276	10/03/2024	BUSINESS CARDS PERKINS, B...	01-13-15-7312	1292	225.00
WUSSLER BUSINESS FORMS INC	5280	10/03/2024	WINDOW ENVELOPES	01-13-15-7312	1292	950.55
QUADIENT LEASING USA INC	61369211	10/03/2024	METER RENTAL 10/17/24-11...	01-13-15-6266	67985	50.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	WELLNESS EVENT-ICE CREAM...	01-13-15-6272	DFT0009601	86.32
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	ICE CREAM SOCIAL WELLNESS..	01-13-15-6272	DFT0009601	25.61
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Employee Recognition Cooki...	01-13-15-6272	DFT0009601	17.97
CHARTER COMMUNICATIONS	173940501100124	10/09/2024	PD PRI FIBER OCT 24	01-13-15-6253	1297	1,614.20
CHARTER COMMUNICATIONS	173941901100124	10/09/2024	PW GARAGE LAN INTERNET ...	01-13-15-6255	1298	328.09
CHARTER COMMUNICATIONS	173957701100124	10/09/2024	ANALOG & PW GARAGE CO...	01-13-15-6253	1294	513.06
CHARTER COMMUNICATIONS	173957901100124	10/09/2024	CITY HALL TV WIFI OCT 24	01-13-15-6253	1296	255.18
RETIREMENT PLAN ADVISORS	2024-55	10/09/2024	FY25 Q1 INVESTMENT ADVIS...	01-13-15-6203	1309	5,534.29
WEST CENTRAL DISPATCH CENTER	25-5	10/09/2024	2ND QTR REJIS FIRBER & AC...	01-13-15-6213	1313	376.80
WEST CENTRAL DISPATCH CENTER	25-5	10/09/2024	2ND QUARTER CHARTER FIB...	01-13-15-6213	1313	903.20
WEST CENTRAL DISPATCH CENTER	25-5	10/09/2024	2ND QTR CHARTER 50MB EP...	01-13-15-6253	1313	1,849.25
KONICA MINOLTA BUSINESS SOLUTIONS	296232789	10/09/2024	ADMIN COPIER MAINTENAN...	01-13-15-6213	68003	60.00
ODP BUSINESS SOLUTIONS LLC	389069087001	10/09/2024	TONER	01-13-15-7312	68008	1,323.09
ODP BUSINESS SOLUTIONS LLC	389069833001	10/09/2024	PAPER CLIPS, MEMO PADS, P...	01-13-15-7312	68008	51.79
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 REVERS...	10/09/2024	ICE CREAM SOCIAL WELLNESS..	01-13-15-6272	68021	-25.61
					Division 15 - INTERDEPARTMENTAL Total:	32,157.28
Division: 51 - MIS OPERATIONS						
DELL MARKETING LP	10773392211	10/03/2024	DELL OPTIPLEX 7020 - TINA H	01-13-51-7331	1276	1,771.82
DELL MARKETING LP	10774081040	10/03/2024	DELL OPTIPLEX 7020 - PD	01-13-51-7331	1276	1,926.85
WINNING TECHNOLOGIES INC	30836	10/03/2024	IT PROFESSIONAL SERVICES ...	01-13-51-6202	1291	1,845.00

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES MIS 8/21/24-9...	01-13-51-6253	67992	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-13-51-5234	1274	28.19
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-13-51-5235	1274	2.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-13-51-5236	1274	20.56
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	supcase iphone 13 case	01-13-51-6213	DFT0009601	28.94
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	5pk sd cards pd	01-13-51-6213	DFT0009601	28.69
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	printer pad and roller replac...	01-13-51-6213	DFT0009601	27.45
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	printer sep pad and roller	01-13-51-6213	DFT0009601	30.45
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	(2) logitech speakers	01-13-51-6213	DFT0009601	57.42
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	usb c cables wall chargers	01-13-51-6213	DFT0009601	50.77
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	(2) office hs 2021 copies	01-13-51-7331	DFT0009601	299.98
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Zoom subscription	01-13-51-7332	DFT0009601	55.99
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	(5) office hs 2021 copies	01-13-51-7332	DFT0009601	599.95
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	(2) office hs 2021 copies	01-13-51-7332	DFT0009601	119.99
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	add 5 licenses to AVG	01-13-51-7332	DFT0009601	79.35
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	sqlbackupftp - 1yr renewal	01-13-51-7332	DFT0009601	48.00
CHARTER COMMUNICATIONS	173957901100124	10/09/2024	CITY HALL TV WIFI OCT 24	01-13-51-6213	1296	99.99
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 REVERS...	10/09/2024	5pk sd cards pd	01-13-51-6213	68021	-28.69

Division 51 - MIS OPERATIONS Total: 7,117.92

Department 13 - FINANCE Total: 41,067.88

Department: 14 - COMMUNITY SERVICES

Division: 11 - ADMINISTRATIVE

BEGINNERS WORLD TENNIS	116	09/25/2024	TENNIS INSTRUCTION SEPTE...	01-14-11-6202	1255	315.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-14-11-5234	1274	24.10
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-14-11-5235	1274	2.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-14-11-5236	1274	17.58

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MYRLYNN HENLEY	126A	10/09/2024	TAI CHI INSTRUCTION 9/24/2...	01-14-11-6202	1306	279.00
DOUGLAS VENTURES LLC	410221224-62	10/09/2024	PARK PAVILION CLEANING O...	01-14-11-6203	1301	434.00
US BANK EQUIPMENT FINANCE	538982158	10/09/2024	DRC PRINTER USE CHARGES ...	01-14-11-6213	68017	42.75

Division 11 - ADMINISTRATIVE Total:	1,114.55
Department 14 - COMMUNITY SERVICES Total:	1,114.55

Department: 16 - MUNICIPAL FACILITIES MAINTENANCE
Division: 11 - ADMINISTRATIVE

LOCAL CLEANERS LLC	000320	09/25/2024	CITY HALL COMMERCIAL CLE...	01-16-11-6212	1264	3,000.00
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0247372-6: 300 N NEW BALL...	01-16-11-6254	67956	1,539.32
SPIRE	5003001000-09/16/24	09/26/2024	300 N NEW BALLAS CITY HALL..	01-16-11-6252	DFT0009568	83.34
MISSOURI AMERICAN WATER CO	1017-210013915103-9/30/24	10/03/2024	300 N NEW BALLAS RD DOM ...	01-16-11-6254	67975	980.18
UNIFIRST CORPORATION	1880142245	10/03/2024	MAINTENANCE UNIFORMS ...	01-16-11-7308	1288	8.19
UNIFIRST CORPORATION	1880143498	10/03/2024	MAINTENANCE UNIFORMS ...	01-16-11-7308	1288	8.19
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES BLDG MAINT 8...	01-16-11-6253	67992	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-16-11-5234	1274	19.65
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-16-11-5235	1274	1.72
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-16-11-5236	1274	14.33
CK POWER	SVI129907	10/03/2024	SERVICE KATOLIGHT GENERA...	01-16-11-6211	67970	1,034.80
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	SUPPLIES FOR CITY HALL	01-16-11-7304	DFT0009601	8.68
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	SUPPLIES FOR CITY HALL	01-16-11-7304	DFT0009601	191.66
AUTHORIZED ELEVATOR	33708	10/09/2024	CITY HALL ELEVATOR MAINT...	01-16-11-6211	67999	225.00
AMERENUE	55031-62002-10/01/24	10/09/2024	ELECTRIC CITY HALL AUG-SEP...	01-16-11-6250	DFT0009608	6,468.32
RENTOKIL NORTH AMERICA INC	67972596	10/09/2024	PEST CONTROL AT GOVERN...	01-16-11-6212	1308	112.20
WIEGMANN ASSOCIATES	83161	10/09/2024	REPAIRED WATER LEAK SUPP...	01-16-11-6211	1314	1,151.20
WALTER KNOLL FLORIST	INV23096	10/09/2024	PLANT MAINTENANCE NOV...	01-16-11-6212	68019	80.00

Division 11 - ADMINISTRATIVE Total:	14,951.53
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:	14,951.53

Department: 21 - POLICE
Division: 11 - ADMINISTRATIVE

VERIZON WIRELESS SERVICES LLC	9973122977	09/25/2024	TABLETS AND AIRCARDS PD ...	01-21-11-6253	1270	280.07
FRONTLINE PUBLIC SAFETY SOLUTIONS	FL38053	09/25/2024	1 YEAR - SINGLE AGENCY AN...	01-21-11-6202	1260	787.50
UNIFIRST CORPORATION	1880142245	10/03/2024	MAINTENANCE UNIFORMS ...	01-21-11-7308	1288	8.19
UNIFIRST CORPORATION	1880143498	10/03/2024	MAINTENANCE UNIFORMS ...	01-21-11-7308	1288	8.19

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES POLICE 8/21/24...	01-21-11-6253	67992	54.50
T MOBILE USA	972253619-9/21/24	10/03/2024	PD PHONES AND TABLETS PD...	01-21-11-6253	67993	34.74
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-21-11-5234	1274	295.05
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-21-11-5235	1274	25.82
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-21-11-5236	1274	212.81
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	POST DISPATCH MONTHLY S...	01-21-11-6262	DFT0009601	10.97
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	3 AUGUST FBI NA LUNCHEO...	01-21-11-6264	DFT0009601	45.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	REGISTRATION CJIS CONFER...	01-21-11-6265	DFT0009601	300.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	LAPTOP BAG FOR CRIME PRE...	01-21-11-7302	DFT0009601	31.67
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	PLANNER FOR ROMAS - PLEA...	01-21-11-7302	DFT0009601	7.98
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	REPLACEMENT SHREDDER F...	01-21-11-7302	DFT0009601	164.73
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	REPLACEMENT CHAIR FOR S...	01-21-11-9504	DFT0009601	143.42
ST LOUIS COUNTY TREASURER	160596	10/09/2024	6 ADMIN CONT ED TUITION/...	01-21-11-6261	68011	1,050.00
WEST CENTRAL DISPATCH CENTER	25-5	10/09/2024	2ND QUARTER BASE FEE-10/...	01-21-11-6202	1313	26,880.50
WEST CENTRAL DISPATCH CENTER	25-5	10/09/2024	2ND QUARTER UTILIZATION ...	01-21-11-6202	1313	131,341.72
Division 11 - ADMINISTRATIVE Total:						161,682.86
Division: 21 - INVESTIGATION						
VALVOLINE LLC	242432	09/26/2024	OIL CHANGE,TIRE ROTATE ...	01-21-21-6210	67967	93.45
T MOBILE USA	972253619-9/21/24	10/03/2024	PD PHONES AND TABLETS PD ..	01-21-21-6253	67993	-19.76
T MOBILE USA	972253619-9/21/24	10/03/2024	PD PHONES AND TABLETS PD ..	01-21-21-6253	67993	47.76
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-21-21-5234	1274	200.25
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-21-21-5235	1274	17.51
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-21-21-5236	1274	146.01
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	CLIPBOARD & DRY ERASER ...	01-21-21-7302	DFT0009601	17.84
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	HEAVYWEIGHT/GUMMED E...	01-21-21-7304	DFT0009601	85.05
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	REPLACEMENT CHAIR FOR I...	01-21-21-9503	DFT0009601	227.77
ST LOUIS COUNTY TREASURER	160596	10/09/2024	7 INVEST CONT ED TUITION/...	01-21-21-6261	68011	1,225.00
THE CENTRAL TRUST BANK	24-1326	10/09/2024	COMPLAINT #24-1326 PREP ...	01-21-21-6203	68014	40.00

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Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202409-1	10/09/2024	BILLING 09/01/24 - 9/30/24	01-21-21-6202	68016	133.00

Division 21 - INVESTIGATION Total: 2,213.88

Division: 22 - PATROL						
LAW ENFORCEMENT TARGETS	0603852-IN	09/25/2024	TARGETS FOR RANGE	01-21-22-7313	1263	376.08
VALVOLINE LLC	242434	09/26/2024	OIL CHANGE FOR CAR 2406	01-21-22-6210	67967	40.98
VALVOLINE LLC	242443	09/26/2024	OIL CHANGE FOR CAR 2404	01-21-22-6210	67967	40.28
VALVOLINE LLC	242574	09/26/2024	OIL CHANGE FOR CAR 2416	01-21-22-6210	67967	40.98
VALVOLINE LLC	242742	09/26/2024	OIL CHANGE FOR CAR 2413	01-21-22-6210	67967	57.18
VALVOLINE LLC	242804	09/26/2024	OIL CHANGE FOR CAR 2417	01-21-22-6210	67967	40.98
VALVOLINE LLC	242888	09/26/2024	OIL CHANGE FOR CAR 2419	01-21-22-6210	67967	40.98
VALVOLINE LLC	242906	09/26/2024	OIL CHANGE FOR CAR 2402	01-21-22-6210	67967	40.98
SUNTRUP FORD INC	487059	09/26/2024	BUMPER STOP FOR CAR 2416	01-21-22-6210	67966	9.54
MISSOURI VOCATIONAL ENTERPRISES	687189 RI	09/26/2024	NEW PLATES FOR CAR 2424 ...	01-21-22-6202	67959	61.50
MISSOURI VOCATIONAL ENTERPRISES	687191 RI	09/26/2024	NEW PLATES FOR CAR 2402 ...	01-21-22-6202	67959	46.00
LAGERS	9103 SEP 2024	09/27/2024	LAGERS SEP 2024 PMT	01-21-22-5241	DFT0009560	-0.09
T MOBILE USA	972253619-9/21/24	10/03/2024	PD PHONES AND TABLETS PD...	01-21-22-6253	67993	18.24
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-21-22-5234	1274	953.91
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-21-22-5235	1274	83.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-21-22-5236	1274	608.79
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	UNLIMITED CAR WASHES FO...	01-21-22-6210	DFT0009601	455.76
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	UNLIMITED CAR WASHES FO...	01-21-22-6210	DFT0009601	18.99
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	UNLIMITED CAR WASHES FO...	01-21-22-6210	DFT0009601	18.99
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	UNLIMITED CAR WASHES FO...	01-21-22-6210	DFT0009601	18.99
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	AHA BLS INSTRUCTOR ESSEN...	01-21-22-6261	DFT0009601	41.20
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	AHA BLS INSTRUCTOR ESSEN...	01-21-22-6261	DFT0009601	47.05
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	AHA BLS INSTRUCTOR ESSEN...	01-21-22-6261	DFT0009601	41.20
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	12 MONTH PREPAID MEMBE...	01-21-22-6262	DFT0009601	189.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	PERSONALIZED FI COLLAR	01-21-22-6262	DFT0009601	69.95

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	KITTY LITTER & DISTILLED W...	01-21-22-7302	DFT0009601	33.68
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	FOOD FOR K9	01-21-22-7304	DFT0009601	88.98
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	PROBIGHT ADVANCED DENT...	01-21-22-7304	DFT0009601	88.10
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	METAL RING HOLSTERS & R...	01-21-22-7308	DFT0009601	115.90
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	LESS LETHAL ORANCE SHOT...	01-21-22-7313	DFT0009601	70.83
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	LODGING DURING DARE CO...	01-21-22-7316	DFT0009601	595.65
ST LOUIS COUNTY TREASURER	160596	10/09/2024	1 RESERVE CONT ED TUITIO...	01-21-22-6261	68011	175.00
ST LOUIS COUNTY TREASURER	160596	10/09/2024	37 PATROL CONT ED TUITIO...	01-21-22-6261	68011	6,475.00
VALVOLINE LLC	243149	10/09/2024	OIL CHANGE FOR CAR 2428	01-21-22-6210	68018	40.98
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 - ADDL	10/09/2024	IACP CONFERENCE REGISTRA...	01-21-22-7316	68021	500.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 - ADDL	10/09/2024	GAS USED DURING DARE CO...	01-21-22-7316	68021	41.38
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 REVERS...	10/09/2024	AHA BLS INSTRUCTOR ESSEN...	01-21-22-6261	68021	-41.20
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 REVERS...	10/09/2024	AHA BLS INSTRUCTOR ESSEN...	01-21-22-6261	68021	-41.20
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 REVERS...	10/09/2024	AHA BLS INSTRUCTOR ESSEN...	01-21-22-6261	68021	-47.05
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 REVERS...	10/09/2024	LESS LETHAL ORANCE SHOT...	01-21-22-7313	68021	-70.83

Division 22 - PATROL Total:	11,386.15
Department 21 - POLICE Total:	175,282.89

Department: 31 - PUBLIC WORKS
Division: 11 - ADMINISTRATIVE

HORNER AND SHIFRIN INC	73616	09/25/2024	GEOMATICS PROF SERV - SID...	01-31-11-6203	1261	5,333.00
US BANK EQUIPMENT FINANCE	538981879	10/03/2024	COPIER LEASE & MAINTENA...	01-31-11-6213	67996	224.51
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES PW ADMIN 8/2...	01-31-11-6253	67992	168.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-31-11-5234	1274	121.15
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-31-11-5235	1274	10.61
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-31-11-5236	1274	59.56
DREXEL TECHNOLOGIES INC	INV144145	10/03/2024	COPIER LEASE/MAINTENANC...	01-31-11-6213	1277	82.62
MISSOURI ONE CALL SYSTEM INC	4090157	10/09/2024	UTILITY LOCATES 8 LOCATES -..	01-31-11-6211	1305	10.80

Division 11 - ADMINISTRATIVE Total:	6,010.72
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Council Report of Invoices Paid Listing

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 41 - STREET MAINTENANCE						
HUMAN RESOURCE STAFFING	1001079136	09/25/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	1262	2,007.72
NEW FRONTIER MATERIALS LLC	12787810	09/25/2024	POTHOLES TICKET #43004815	01-31-41-7305	1266	192.50
RENTOKIL NORTH AMERICA INC	67971761	09/25/2024	PEST CONTROL AT PWG	01-31-41-6212	1268	61.60
MATTHEW E KURTZ	73959	09/25/2024	LEAF HAULOFF 8/26/24 LIMB...	01-31-41-6212	1265	206.25
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	043064A	09/26/2024	PPE SAFETY	01-31-41-7308	67957	68.62
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	996 E RUE DE LA BANQU 7/2...	01-31-41-6254	67969	132.59
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	12015 OLIVE BLVD IRRIG 7/2...	01-31-41-6254	67969	158.66
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	12536 OLIVE BLVD IRRIG 7/2...	01-31-41-6254	67969	49.03
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	12136 OLIVE BLVD IRRIG 7/2...	01-31-41-6254	67969	5,551.14
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	1000 BARNES WEST DR FRF...	01-31-41-6254	67969	18,279.29
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	12301 CONWAY RD IRRIG 7/...	01-31-41-6254	67969	238.13
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	11702 OLIVE BLVD IRRIG 7/2...	01-31-41-6254	67969	159.72
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	241 S NEW BALLAS RD IRRIG ...	01-31-41-6254	67969	325.31
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	309 S NEW BALLAS RD IRRIG ...	01-31-41-6254	67969	318.52
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	145 S NEW BALLAS RD IRRIG ...	01-31-41-6254	67969	225.53
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	201 N NEW BALLAS RD IRRIG...	01-31-41-6254	67969	341.79
SITEONE LANDSCAPE SUPPLY HOLDING LLC	145859181-001	09/26/2024	IRRIGATION VALVES	01-31-41-6212	67963	57.93
MCCOY CONSTRUCTION AND FORESTRY INC	2413407	09/26/2024	517 FILTER ELEMENT	01-31-41-6211	67954	42.10
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0549319-2: 1030 N LINDBER...	01-31-41-6254	67956	37.58
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0473730-0: 996 E RUE DE LA ...	01-31-41-6254	67956	105.56
K AND K SUPPLY	456034-000	09/26/2024	SLEDGE HAMMERS	01-31-41-7302	67950	74.50
ST LOUIS SAFETY INC	INV621069	09/26/2024	HEARING PROTECTION	01-31-41-7308	67965	6.71
LUBY EQUIPMENT SERVICES	PSO092350-1	09/26/2024	CASE HYDRO LINES	01-31-41-6211	67951	362.24
AMERENUE	2316025009-09/09/24	09/30/2024	10276 OLIVE PED LIGHTING 8...	01-31-41-6251	DFT0009576	39.97
AMERENUE	2523023477-09/09/24	09/30/2024	OLIVE LINDBERGH INTERCH...	01-31-41-6250	DFT0009572	64.56
AMERENUE	5439133005-09/09/24	09/30/2024	10600 OLIVE BLVD OLIVE STR...	01-31-41-6251	DFT0009575	51.31
SPIRE	7725111000-09/19/24	09/30/2024	996 RUE DE LA BANQUE 8/22...	01-31-41-6252	DFT0009569	45.51

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HUMAN RESOURCE STAFFING	1001079241	10/03/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	1279	2,059.20
MISSOURI AMERICAN WATER CO	1017-210041135520-9/25/24	10/03/2024	1030 N LINDBERGH BLVD 8/...	01-31-41-6254	67976	123.83
MISSOURI AMERICAN WATER CO	1017-210041135520-9/25/24	10/03/2024	198 N NEW BALLAS RD IRRIG...	01-31-41-6254	67976	56.02
MISSOURI AMERICAN WATER CO	1017-210041135520-9/25/24	10/03/2024	533 N NEW BALLAS RD IRR3...	01-31-41-6254	67976	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-9/25/24	10/03/2024	451 N NEW BALLAS RD IRR3...	01-31-41-6254	67976	55.06
MISSOURI AMERICAN WATER CO	1017-210041135520-9/25/24	10/03/2024	160 N NEW BALLAS RD IRRIG...	01-31-41-6254	67976	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-9/25/24	10/03/2024	6 BEACON HILL LN IRRIG 8/2...	01-31-41-6254	67976	45.98
MISSOURI AMERICAN WATER CO	1017-210041135520-9/25/24	10/03/2024	740 N NEW BALLAS RD IRR1S...	01-31-41-6254	67976	40.53
MISSOURI AMERICAN WATER CO	1017-210041240477-10/1/24	10/03/2024	599 S NEW BALLAS RD IRRIG ...	01-31-41-6254	67978	348.05
MISSOURI AMERICAN WATER CO	1017-210041240477-10/1/24	10/03/2024	333 S NEW BALLAS RD IRRIG ...	01-31-41-6254	67978	72.60
MISSOURI AMERICAN WATER CO	1017-210041240477-10/1/24	10/03/2024	298 N NEW BALLAS RD 8/23/...	01-31-41-6254	67978	681.62
MISSOURI AMERICAN WATER CO	1017-210041240477-10/1/24	10/03/2024	631 S NEW BALLAS RD IRRIG ...	01-31-41-6254	67978	359.06
POMPS TIRE SERVICE INC	1240047665	10/03/2024	LEAF VAC TIRES C6H08101	01-31-41-6211	1283	1,741.10
NEW FRONTIER MATERIALS LLC	12791642	10/03/2024	BALLAS EXT/SHOP POTHOLES...	01-31-41-7305	1282	177.63
UNIFIRST CORPORATION	1880142251	10/03/2024	PW UNIFORMS WEEK OF 09-...	01-31-41-7308	1288	70.66
UNIFIRST CORPORATION	1880143503	10/03/2024	PW UNIFORMS WEEK OF 09-...	01-31-41-7308	1288	67.54
MCCONNELLS OF ST LOUIS INC	2409-103547	10/03/2024	211 CRAFTCO BLOCKS	01-31-41-7305	1280	3,060.00
MCCONNELLS OF ST LOUIS INC	2409-103675	10/03/2024	TENNIS COURT ROLLER REPL...	01-31-41-6211	1280	146.23
WARNING LITES OF SOUTHERN ILLINOIS LLC	34267	10/03/2024	42" SLIM LINE CONES	01-31-41-7305	1290	580.00
CRAFTCO INC	9403295523	10/03/2024	CONCRETE COLD PATCH	01-31-41-7305	67971	2,044.00
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES STREETS 8/21/...	01-31-41-6253	67992	123.75
TIMBERCREEK EQUIPMENT CO LLC	997398	10/03/2024	CHAINSAW SUPPLIES	01-31-41-6211	67994	501.14
TIMBERCREEK EQUIPMENT CO LLC	998002	10/03/2024	CARBURETOR FOR CONCRETE..	01-31-41-6211	67994	78.83
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-31-41-5234	1274	174.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-31-41-5235	1274	15.30
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-31-41-5236	1274	127.47

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS COMPOSTING INC	INV246845	10/03/2024	EAB LOG HAUL OFF	01-31-41-6212	67989	111.10
ST LOUIS COMPOSTING INC	INV246974	10/03/2024	EAB LOG HAUL OFF	01-31-41-6212	67989	111.10
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	D. GARSON STORMWATER U...	01-31-41-6261	DFT0009601	49.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	SAFETY SHIRTS	01-31-41-7308	DFT0009601	55.70
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	UNDER SEAT STORAGE DRA...	01-31-41-9503	DFT0009601	341.99
HUMAN RESOURCE STAFFING	1001079346	10/09/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	1302	1,913.34
CHARTER COMMUNICATIONS	173942001100124	10/09/2024	PW GARAGE TV WIFI OCT 24	01-31-41-6253	1295	144.87
NU WAY CONCRETE FORMS INC	2501271	10/09/2024	ADA TILE IN FERNVIEW	01-31-41-7305	68007	153.46
AMERENUE	55031-62002-10/01/24	10/09/2024	ELECTRIC STREET DEPT AUG-...	01-31-41-6250	DFT0009608	1,345.95
AMERENUE	55031-62002-10/01/24	10/09/2024	ELECTRIC STREET LIGHTING ...	01-31-41-6251	DFT0009608	10,774.02
CRAFCO INC	9403299318	10/09/2024	CRAFCO MACHINE TIP	01-31-41-6211	68001	75.00
ST LOUIS SAFETY INC	INV621255	10/09/2024	SHARP CONTAINER FOR NEE...	01-31-41-7308	68012	20.62

Division 41 - STREET MAINTENANCE Total: 57,091.28

Division: 43 - PARKS MAINTENANCE

HUMAN RESOURCE STAFFING	1001079136	09/25/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	1262	669.24
FASTSIGNS OF BRIDGETON	270-82683	09/25/2024	BIOSWALE SIGNAGE FOR MIL...	01-31-43-6212	1259	59.15
RENTOKIL NORTH AMERICA INC	67972455	09/25/2024	PEST CONTROL AT TAPMEY...	01-31-43-6224	1268	71.50
MIDWESTERN SAFETY	043064A	09/26/2024	PPE SAFETY	01-31-43-7308	67957	22.88
EQUIPMENT COMPANY, INC						
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	12100 CONWAY RD PARK 7/...	01-31-43-6254	67969	67.71
MISSOURI AMERICAN WATER CO	1017-210041137908-08/30/...	09/26/2024	601 COEUR DE VILLE DR 7/24...	01-31-43-6254	67969	320.47
MCCOY CONSTRUCTION AND FORESTRY INC	2413407	09/26/2024	517 FILTER ELEMENT	01-31-43-6211	67954	14.04
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0783768-5: 902 N MASON RD..	01-31-43-6224	67956	56.12
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0578184-4: 601 COEUR DE VI...	01-31-43-6254	67956	297.14
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0472261-7: 12100 CONWAY ...	01-31-43-6254	67956	49.94
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0567312-4: 10620 COUNTRY...	01-31-43-6254	67956	80.84
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0578025-9: 1000 BARNES W...	01-31-43-6254	67956	346.58
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	0034325-1: 11370 ST PAUL ST..	01-31-43-6254	67956	43.76
K AND K SUPPLY	456034-000	09/26/2024	SLEDGE HAMMERS	01-31-43-7302	67950	24.84
MIRACLE RECREATION EQUIPMENT CO	879620	09/26/2024	CONWAY PLAYGROUND PIEC...	01-31-43-9503	67958	1,660.46

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS SAFETY INC	INV621069	09/26/2024	HEARING PROTECTION	01-31-43-7308	67965	2.24
LUBY EQUIPMENT SERVICES	PSO092350-1	09/26/2024	CASE HYDRO LINES	01-31-43-6211	67951	120.75
SPIRE	7725111000-09/19/24	09/30/2024	996 RUE DE LA BANQUE 8/22...	01-31-43-6252	DFT0009569	45.51
HUMAN RESOURCE STAFFING	1001079241	10/03/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	1279	686.40
MISSOURI AMERICAN WATER CO	1017-210013559299-9/27/24	10/03/2024	12301 CONWAY RD 8/27/24-...	01-31-43-6254	67979	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-9/25/24	10/03/2024	902 MASON RD 8/21/24-9/2...	01-31-43-6224	67976	368.54
MISSOURI AMERICAN WATER CO	1017-210041240477-10/1/24	10/03/2024	11370 ST PAUL ST PARK 8/27...	01-31-43-6254	67978	181.54
MISSOURI AMERICAN WATER CO	1017-210041240477-10/1/24	10/03/2024	10620 COUNTRY VIEW DR 8/...	01-31-43-6254	67978	140.14
MISSOURI AMERICAN WATER CO	1017-210041240477-10/1/24	10/03/2024	203 TOWNSEND ST 8/27/24-...	01-31-43-6254	67978	29.93
POMPS TIRE SERVICE INC	1240047665	10/03/2024	LEAF VAC TIRES C6H08101	01-31-43-6211	1283	580.36
SITEONE LANDSCAPE SUPPLY HOLDING LLC	146394473-001	10/03/2024	GROUND FORCE ULTRA GYP...	01-31-43-7303	67988	766.79
UNIFIRST CORPORATION	1880142251	10/03/2024	PW UNIFORMS WEEK OF 09-...	01-31-43-7308	1288	23.55
UNIFIRST CORPORATION	1880143503	10/03/2024	PW UNIFORMS WEEK OF 09-...	01-31-43-7308	1288	22.52
MCCONNELLS OF ST LOUIS INC	2409-103675	10/03/2024	TENNIS COURT ROLLER REPL...	01-31-43-6211	1280	48.74
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES PARKS 8/21/24...	01-31-43-6253	67992	44.72
TIMBERCREEK EQUIPMENT CO LLC	997398	10/03/2024	CHAINSAW SUPPLIES	01-31-43-6211	67994	167.05
TIMBERCREEK EQUIPMENT CO LLC	997565	10/03/2024	POLE HEDGE TRIMMER REPL...	01-31-43-9503	67994	537.31
TIMBERCREEK EQUIPMENT CO LLC	997823	10/03/2024	WALK BEHIND AERATOR REN...	01-31-43-6266	67994	100.00
TIMBERCREEK EQUIPMENT CO LLC	998002	10/03/2024	CARBURETOR FOR CONCRETE...	01-31-43-6211	67994	26.28
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-31-43-5234	1274	88.06
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-31-43-5235	1274	7.71
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-31-43-5236	1274	64.21
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	SAFETY SHIRTS	01-31-43-7308	DFT0009601	18.57
HUMAN RESOURCE STAFFING	1001079346	10/09/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	1302	637.78
CHARTER COMMUNICATIONS	173942001100124	10/09/2024	PW GARAGE TV WIFI OCT 24	01-31-43-6253	1295	48.29
AMERENUE	55031-62002-10/01/24	10/09/2024	ELECTRIC PARKS DEPT AUG-S...	01-31-43-6250	DFT0009608	1,460.86
CRAFCO INC	9403299318	10/09/2024	CRAFCO MACHINE TIP	01-31-43-6211	68001	25.00
ST LOUIS SAFETY INC	INV621255	10/09/2024	SHARP CONTAINER FOR NEE...	01-31-43-7308	68012	6.88
Division 43 - PARKS MAINTENANCE Total:						10,054.58
Department 31 - PUBLIC WORKS Total:						73,156.58

Council Report of Invoices Paid Listing

Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES PLNING 8/21/2...	01-32-11-6253	67992	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-32-11-5234	1274	91.74
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-32-11-5235	1274	8.04
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-32-11-5236	1274	45.39
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	J JAGGI - APA QUAD-STATE C...	01-32-11-6265	DFT0009601	326.08
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	B MOORE APA QUAD-STATE ...	01-32-11-6265	DFT0009601	326.08
SURDEX CORPORATION	6239	10/09/2024	2024 STL CITY OF CREVE COE...	01-32-11-6203	68013	909.81
Division 11 - ADMINISTRATIVE Total:						1,731.89
Division: 61 - BUILDING DEPARTMENT						
VERIZON WIRELESS SERVICES LLC	9973122977	09/25/2024	TABLETS AND AIRCARDS BLD...	01-32-61-6253	1270	280.07
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES BUILDING 8/21...	01-32-61-6253	67992	123.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	01-32-61-5234	1274	186.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	01-32-61-5235	1274	16.31
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	01-32-61-5236	1274	128.56
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	P. DICKINSON 2024 MABOI F...	01-32-61-6265	DFT0009601	327.30
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	G. TATE 2024 MABOI FALL C...	01-32-61-6265	DFT0009601	327.30
Division 61 - BUILDING DEPARTMENT Total:						1,390.09
Department 32 - COMMUNIITY DEVELOPMENT Total:						3,121.98
Fund 01 - GENERAL FUND Total:						716,370.09
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
DONELSON CONSTRUCTION CO LLC	PAY APP #1	09/25/2024	STRT/SIDWLK - MICROSURF...	02-61-71-9510	1257	243,610.95
ST LOUIS COUNTY TREASURER	161552	09/26/2024	CONCRETE COMP TEST CYLI...	02-61-71-9510	67964	22.00
M & H CONCRETE	INVOICE ID 2	09/26/2024	2024 CONCRETE PAVEMENT ...	02-61-71-9510	67952	867,933.77
GEORGE L CRAWFORD & ASSOCIATES INC	230260010	10/03/2024	CRAIG ROAD STP PROJECT D...	02-61-71-9510	67973	26,605.13
UNITED STATES POSTAL SERVICE	287140-G31 TEMP EMNT	10/03/2024	N BALLAS SIDEWALK PHASE 3...	02-61-71-9510	67995	2,500.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	02-61-71-5234	1274	42.26
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	02-61-71-5235	1274	3.70
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	02-61-71-5236	1274	30.82
E MEIER CONTRACTING	1	10/09/2024	ASPHALT PARKING LOT AT P...	02-61-71-9501	68002	28,817.00
E MEIER CONTRACTING	1	10/09/2024	STRT/DWLK MAINT-2024 AS...	02-61-71-9510	68002	242,247.00
THOUVENOT WADE & MOERCHEN INC	87532	10/09/2024	FERNVIEW DR SDWLK PJT PH...	02-61-71-9510	1311	16,370.00

Division 71 - CIP Total: 1,428,182.63

Department 61 - CIP Total: 1,428,182.63

Fund 02 - CAPITAL IMPROVEMENT FUND Total: 1,428,182.63

Fund: 05 - PARKS & STORMWATER FUND

Department: 61 - CIP

Division: 71 - CIP

AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	05-61-71-5234	1274	38.71
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD&D	05-61-71-5235	1274	3.39
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	05-61-71-5236	1274	28.23
TOPE INC	21378	10/09/2024	CAMERA LINE AT 10630 CO...	05-61-71-9506	68015	255.00
PLATTIN CREEK EXCAVATING LLC	4724	10/09/2024	HIBLER RD DRAIN IMPR CON...	05-61-71-9509	68010	304,615.62
PLATTIN CREEK EXCAVATING LLC	4727	10/09/2024	MILLENNIUM PARK IMPR. P...	05-61-71-9506	68010	13,290.00
THOUVENOT WADE & MOERCHEN INC	87930	10/09/2024	VENABLE PARK SITE DESIGN ...	05-61-71-9506	1311	21,274.53
MCCONNELLS OF ST LOUIS INC	93245	10/09/2024	VENABLE-PRKG LOT SKIN PA...	05-61-71-9506	1304	1,755.00

Division 71 - CIP Total: 341,260.48

Department 61 - CIP Total: 341,260.48

Fund 05 - PARKS & STORMWATER FUND Total: 341,260.48

Fund: 06 - MUNICIPAL ENTERPRISE FUND

CALLAWAY GOLF SALES COMPANY	938872986	10/09/2024	GOLF BALLS FOR RESALE	06-1625	68000	244.32
CALLAWAY GOLF SALES COMPANY	938934364	10/09/2024	GOLF BALLS FOR RESALE	06-1625	68000	176.64
						420.96
						420.96

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Payment Dates: 9/19/2024 - 10/9/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 14 - COMMUNITY SERVICES						
Division: 31 - ICE ARENA						
VESTIS GROUP INC	6170322269	09/25/2024	MOP AND TOWEL SERVICE D...	06-14-31-7301	1271	31.27
RENTOKIL NORTH AMERICA INC	67972598	09/25/2024	PEST CONTROL FOR DRC AND..	06-14-31-6212	1268	84.70
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	1049261-9: 11400 OLDE CAB...	06-14-31-6254	67956	1,149.86
MISSOURI AMERICAN WATER CO	1017-210013831700-09/23/...	10/03/2024	11400 OLDE CABIN RD 8/20/...	06-14-31-6254	67977	1,089.47
VESTIS GROUP INC	6170324805	10/03/2024	DRC MOP AND TOWEL SERVI...	06-14-31-7301	1289	31.27
RHINE PARACO GAS OF ST LOUIS LLC	846913	10/03/2024	PROPANE FOR OLY	06-14-31-7307	1284	214.83
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES ICE RINK 8/21/...	06-14-31-6253	67992	24.75
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES GOLF 8/21/24-...	06-14-31-6253	67992	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	06-14-31-5234	1274	63.37
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	06-14-31-5235	1274	5.56
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	06-14-31-5236	1274	46.23
WESTERN STATES FIRE PROTECTION	NAT047839	10/03/2024	EMERGENCY REPAIR TO DRC ...	06-14-31-6212	67997	9,700.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Batteries	06-14-31-7301	DFT0009601	21.98
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	LTS Supplies	06-14-31-7304	DFT0009601	20.32
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Priss Retirement Supplies	06-14-31-7304	DFT0009601	12.57
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	LTS Supplies	06-14-31-7304	DFT0009601	16.94
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Main Dish for Priss Retireme...	06-14-31-7304	DFT0009601	77.96
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Vacuum	06-14-31-9503	DFT0009601	169.99
MISSOURI AMERICAN WATER CO	1017-210013831861-10/02/...	10/09/2024	11400 OLDE CABIN FIRE SERV...	06-14-31-6254	68006	75.68
DOUGLAS VENTURES LLC	410565001-219	10/09/2024	DRC ICE RINK CLEANING OC...	06-14-31-6203	1301	1,625.00
US BANK EQUIPMENT FINANCE	538982158	10/09/2024	DRC PRINTER USE CHARGES ...	06-14-31-6213	68017	42.75
VESTIS GROUP INC	6170327340	10/09/2024	DRC MOP AND TOWEL SERVI...	06-14-31-7301	1312	31.27
Division 31 - ICE ARENA Total:						14,560.52
Division: 32 - GOLF MAINTENANCE						
ENERGY PETROLEUM CO	420765	09/25/2024	UNLEADED GAS AND DIESEL	06-14-32-7307	1258	1,318.12
RENTOKIL NORTH AMERICA INC	67972598	09/25/2024	PEST CONTROL FOR DRC AND..	06-14-32-6212	1268	36.30

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
SITEONE LANDSCAPE SUPPLY HOLDING LLC	146288209-001	09/26/2024	TURFPLEX FOR GREENS	06-14-32-7303	67963	206.63
M AND M GOLF CARS LLC	25780	09/26/2024	BUSHINGS FOR CARRYALL #2	06-14-32-6210	67953	18.04
MISSOURI AMERICAN WATER CO	1017-210013831700-09/23/...	10/03/2024	11400 OLDE CABIN RD 8/20/...	06-14-32-6254	67977	14,938.84
SITEONE LANDSCAPE SUPPLY HOLDING LLC	143382094-001	10/03/2024	WETTING AGENT AND SPRAY...	06-14-32-6212	67988	43.91
SITEONE LANDSCAPE SUPPLY HOLDING LLC	143382094-001	10/03/2024	WETTING AGENT AND SPRAY...	06-14-32-7303	67988	505.51
T MOBILE USA	971998911-09/21/24	10/03/2024	CITY PHONES GOLF MAINT 8...	06-14-32-6253	67992	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	06-14-32-5234	1274	54.92
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	06-14-32-5235	1274	4.81
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	06-14-32-5236	1274	40.04
TURF CONTROL LLC	INV34381	10/03/2024	TIMING MECHANISM FOR IRR...	06-14-32-6212	1287	426.95
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Golf Cart Crossing Sign	06-14-32-6212	DFT0009601	33.55
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	plates and deer spray	06-14-32-6212	DFT0009601	48.33
Division 32 - GOLF MAINTENANCE Total:						17,700.70

Division: 33 - PRO-SHOP

VESTIS GROUP INC	6170322269	09/25/2024	MOP AND TOWEL SERVICE D...	06-14-33-7301	1271	22.02
ALL STAR PRO GOLF	INV39526	09/25/2024	PENCILS FOR GOLF SHOP	06-14-33-7304	1254	274.14
METROPOLITAN ST LOUIS SEWER DISTRICT	285662	09/26/2024	1049261-9: 11400 OLDE CAB...	06-14-33-6254	67956	383.28
YAMAHA MOTOR FINANCE CORPORATION USA	847843	09/26/2024	Year 2 of 4 Year Lease	06-14-33-9503	67968	5,340.00
VESTIS GROUP INC	6170324805	10/03/2024	DRC MOP AND TOWEL SERVI...	06-14-33-7301	1289	22.02
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	06-14-33-5234	1274	20.24
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	06-14-33-5235	1274	1.77
PERFORMANCE FOOD GROUP INC	4859193	10/09/2024	HOT DOGS/SNACKS/GENERAL...	06-14-33-7304	68009	192.04
US BANK EQUIPMENT FINANCE	538982158	10/09/2024	DRC PRINTER USE CHARGES ...	06-14-33-6213	68017	42.75
VESTIS GROUP INC	6170327340	10/09/2024	DRC MOP AND TOWEL SERVI...	06-14-33-7301	1312	22.02
YAMAHA MOTOR FINANCE CORPORATION USA	854701	10/09/2024	Year 2 of 4 Year Lease	06-14-33-9503	68020	5,340.00
CALLAWAY GOLF SALES COMPANY	938872986	10/09/2024	GOLF BALLS FOR RESALE	06-14-33-8324	68000	0.36

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CALLAWAY GOLF SALES COMPANY	938934364	10/09/2024	GOLF BALLS FOR RESALE	06-14-33-8324	68000	0.12
Division 33 - PRO-SHOP Total:						11,660.76

Division: 34 - FOOD SERVICES						
D AND D DISTRIBUTORS LLP	167652	09/25/2024	BEER FOR RESALE	06-14-34-8316	1256	258.50
D AND D DISTRIBUTORS LLP	167653	09/25/2024	SODA FOR RESALE	06-14-34-8317	1256	50.00
VESTIS GROUP INC	6170322269	09/25/2024	MOP AND TOWEL SERVICE D...	06-14-34-7301	1271	17.77
D AND D DISTRIBUTORS LLP	173361	10/03/2024	BEER FOR RESALE	06-14-34-8316	1275	318.70
D AND D DISTRIBUTORS LLP	173362	10/03/2024	SODA FOR RESALE	06-14-34-8317	1275	75.00
VESTIS GROUP INC	6170324805	10/03/2024	DRC MOP AND TOWEL SERVI...	06-14-34-7301	1289	17.77
PEPSICO BEVERAGE SALES LLC	96235266	10/03/2024	SODA FOR RESALE	06-14-34-8317	67984	347.50
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Gas Grill Knobs	06-14-34-7304	DFT0009601	17.78
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Drink for Resale	06-14-34-8316	DFT0009601	27.45
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Snack for Resale	06-14-34-8316	DFT0009601	29.88
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	Concession Supplies	06-14-34-8316	DFT0009601	11.53
D AND D DISTRIBUTORS LLP	178709	10/09/2024	BEER FOR RESALE	06-14-34-8316	1300	208.00
D AND D DISTRIBUTORS LLP	178710	10/09/2024	SODA FOR RESALE	06-14-34-8317	1300	25.00
PERFORMANCE FOOD GROUP INC	4859193	10/09/2024	HOT DOGS/SNACKS/GENERAL..	06-14-34-8315	68009	276.04
PERFORMANCE FOOD GROUP INC	4859193	10/09/2024	HOT DOGS/SNACKS/GENERAL..	06-14-34-8319	68009	668.51
VESTIS GROUP INC	6170327340	10/09/2024	DRC MOP AND TOWEL SERVI...	06-14-34-7301	1312	17.77
Division 34 - FOOD SERVICES Total:						2,367.20
Department 14 - COMMUNITY SERVICES Total:						46,289.18
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						46,710.14

Fund: 11 - SEWER LATERAL FUND

Department: 61 - CIP

Division: 93 - SEWER LATERAL						
OMAR BUTT	SLR 09/24/24	09/26/2024	SANITARY SEWER LATERAL R...	11-61-93-9315	67961	2,506.00
ROCK AND JANE KESSLER	00188-0563-10/01/24	10/03/2024	SEWER LATERAL REPAIR REI...	11-61-93-9315	67987	3,066.00
YONGGANG LANG	24DRN-01683-8/12/24	10/03/2024	SEWER LATERAL REPAIR REI...	11-61-93-9315	67998	2,478.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LIFE	11-61-93-5234	1274	4.54
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	AD & D	11-61-93-5235	1274	0.40

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-10/1/...	10/03/2024	LTD	11-61-93-5236	1274	3.31

Division 93 - SEWER LATERAL Total: 8,058.25

Department 61 - CIP Total: 8,058.25

Fund 11 - SEWER LATERAL FUND Total: 8,058.25

Fund: 19 - PUBLIC SAFETY FUND

Department: 21 - POLICE

Division: 23 - PUBLIC SAFETY

AMERENUE	0427008070-08/28/24	09/19/2024	350 N NEW BALLAS POLICE 7...	19-21-23-6250	DFT0009606	7,287.90
SPIRE	0076006378-09/13/24	09/23/2024	350 N NEW BALLAS RD 08/14...	19-21-23-6252	DFT0009567	103.36
LOCAL CLEANERS LLC	000319	09/25/2024	PD COMMERCIAL CLEANING ...	19-21-23-6212	1264	1,275.00
NEW SYSTEM LLC	104159-01	09/25/2024	1 CASE OF HAND SOAP	19-21-23-6212	1267	91.47
REX M SCISM	2024 117	09/25/2024	FLIY LEADERSHIP TRAINING ...	19-21-23-6261	1269	399.00
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9AUG24	09/26/2024	PD SUMMARY BILLING 1225...	19-21-23-6254	67955	104.30
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	FILTER FOR WATER FOUNTAI...	19-21-23-6212	DFT0009601	208.38
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	SUPPLIES FOR PD	19-21-23-6212	DFT0009601	50.60
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	PARKING FOR REID TECH OF ...	19-21-23-6261	DFT0009601	9.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	DRONE TRAINING - SUTTON	19-21-23-6261	DFT0009601	99.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	HOMICIDE & DEATH INVEST ...	19-21-23-6261	DFT0009601	550.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	REG-LE-TOT BOOSTER RECER...	19-21-23-6261	DFT0009601	475.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	PARKING FOR REID TECH OF ...	19-21-23-6261	DFT0009601	9.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	PARKING FOR REID TECH OF ...	19-21-23-6261	DFT0009601	9.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	CREDIT-REG-LE-TOT BOOSTER...	19-21-23-6261	DFT0009601	-475.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	MEAL DURING CHI CONFERE...	19-21-23-6265	DFT0009601	29.78
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	MEAL DURING CHI CONFERE...	19-21-23-6265	DFT0009601	6.50
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	MEAL DURING CHI CONFERE...	19-21-23-6265	DFT0009601	27.38
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	MEAL DURING CHI CONFERE...	19-21-23-6265	DFT0009601	15.69
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	MEAL DURING CHI CONFERE...	19-21-23-6265	DFT0009601	10.35
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	MEAL DURING CHI CONFERE...	19-21-23-6265	DFT0009601	13.41

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24	10/04/2024	SUPPLIES FOR PD	19-21-23-7304	DFT0009601	400.03
MISSOURI AMERICAN WATER CO	1017-220023905711-09/23/...	10/09/2024	350 N NEW BALLAS 8/20/24-...	19-21-23-6254	68004	1,540.02
MISSOURI AMERICAN WATER CO	1017-220023905773-10/02/...	10/09/2024	350 N NEW BALLAS RD FIRE ...	19-21-23-6254	68005	139.70
INTIME SERVICES INC/ENTIME SERVICES INC	13083	10/09/2024	Scheduling & Timekeeping ...	19-21-23-7332	1303	23,025.00
ST LOUIS COUNTY TREASURER	161330	10/09/2024	POLICE CYCLIST MANUAL 06/...	19-21-23-6261	68011	50.00
ST LOUIS COUNTY TREASURER	161341	10/09/2024	POLICE CYCLIST MANUAL 7/1...	19-21-23-6261	68011	50.00
CHARTER COMMUNICATIONS	173957801100124	10/09/2024	PD VOICE OCT 24	19-21-23-6253	1299	295.30
CHARTER COMMUNICATIONS	173957801100124	10/09/2024	PD TV AND INTERNET OCT 24	19-21-23-6255	1299	259.16
THOMAS J KRUG	6258	10/09/2024	PERFORMED 5 YEAR OVERSP...	19-21-23-6211	1310	150.00
RENTOKIL NORTH AMERICA INC	67972597	10/09/2024	PEST CONTRAOL MAINTENA...	19-21-23-6212	1308	70.40
WIEGMANN ASSOCIATES	83087	10/09/2024	SERVICE CALL-MAIN AIR HA...	19-21-23-6211	1314	420.00
WIEGMANN ASSOCIATES	83124	10/09/2024	PREVENTIVE MAINT-350 N N...	19-21-23-6211	1314	1,150.00
ARVEST BANK OPERATIONS INC	PURCHASES AUG 24 - ADDL	10/09/2024	AXON TASER INSTRUCTOR C...	19-21-23-6261	68021	495.00
Division 23 - PUBLIC SAFETY Total:						38,343.73
Department 21 - POLICE Total:						38,343.73
Fund 19 - PUBLIC SAFETY FUND Total:						38,343.73
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-9/25/24	09/25/2024	EPAYMENT 9/25/24	99-2809	DFT0009607	9,772.22
						9,772.22
						9,772.22
Fund 99 - POOLED CASH Total:						9,772.22
Grand Total:						2,588,697.54

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	716,370.09
02 - CAPITAL IMPROVEMENT FUND	1,428,182.63
05 - PARKS & STORMWATER FUND	341,260.48
06 - MUNICIPAL ENTERPRISE FUND	46,710.14
11 - SEWER LATERAL FUND	8,058.25
19 - PUBLIC SAFETY FUND	38,343.73
99 - POOLED CASH	9,772.22
Grand Total:	2,588,697.54

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5234	GROUP LIFE INSURANCE	43.20
01-11-12-6264	IN TOWN MEETINGS	916.08
01-11-12-7304	GENERAL SUPPLIES	17.90
01-11-12-7315	SPECIAL EVENTS	4,330.00
01-11-13-5234	GROUP LIFE INSURANCE	25.90
01-11-13-5235	ACCIDENTAL DEATH INS	2.27
01-11-13-5236	DISABILITY INSURANCE	18.89
01-11-13-6261	EDUCATION & TRAINING	17.28
01-11-13-6264	IN TOWN MEETINGS	20.00
01-11-13-6265	TRAVEL & CONFERENCES	201.00
01-12-11-5234	GROUP LIFE INSURANCE	121.09
01-12-11-5235	ACCIDENTAL DEATH INS	10.59
01-12-11-5236	DISABILITY INSURANCE	87.12
01-12-11-6202	TECHNICAL AND PERSO...	15.55
01-12-11-6203	PROFESSIONAL SERVICES	720.11
01-12-11-6253	TELEPHONE	49.50
01-12-11-6260	ADVERTISING	60.00
01-12-11-6262	DUES MEMBERSHIPS & ...	88.00
01-12-14-5234	GROUP LIFE INSURANCE	49.73
01-12-14-5235	ACCIDENTAL DEATH INS	4.35
01-12-14-5236	DISABILITY INSURANCE	36.26
01-12-14-6201	LEGAL AND ACCOUNTIN...	606.25
01-12-14-6253	TELEPHONE	24.75
01-13-11-5234	GROUP LIFE INSURANCE	102.72
01-13-11-5235	ACCIDENTAL DEATH INS	8.99
01-13-11-5236	DISABILITY INSURANCE	73.74
01-13-11-6202	TECHNICAL AND PERSO...	0.50
01-13-11-6209	ACCOUNTING SERVICES	1,000.00
01-13-11-6253	TELEPHONE	24.75

Account Summary

Account Number	Account Name	Payment Amount
01-13-11-6262	DUES MEMBERSHIPS & ...	524.00
01-13-11-6264	IN TOWN MEETINGS	34.00
01-13-11-6265	TRAVEL & CONFERENCES	0.00
01-13-11-7304	GENERAL SUPPLIES	23.98
01-13-15-5230	HOSPITAL AND MEDICAL ..	16,302.59
01-13-15-6203	PROFESSIONAL SERVICES	5,534.29
01-13-15-6213	OFFICE EQUIPMENT MA...	1,340.00
01-13-15-6253	TELEPHONE	4,891.70
01-13-15-6255	CABLE TV AND INTERNET	328.09
01-13-15-6266	EQUIPMENT RENTAL	150.00
01-13-15-6272	EMPLOYEE RELATIONS	104.29
01-13-15-7312	OFFICE SUPPLIES	3,506.32
01-13-51-5234	GROUP LIFE INSURANCE	28.19
01-13-51-5235	ACCIDENTAL DEATH INS	2.47
01-13-51-5236	DISABILITY INSURANCE	20.56
01-13-51-6202	TECHNICAL AND PERSO...	1,845.00
01-13-51-6213	OFFICE EQUIPMENT MA...	295.02
01-13-51-6253	TELEPHONE	24.75
01-13-51-7331	COMPUTER HARDWARE	3,998.65
01-13-51-7332	COMPUTER SOFTWARE	903.28
01-14-11-5234	GROUP LIFE INSURANCE	24.10
01-14-11-5235	ACCIDENTAL DEATH INS	2.12
01-14-11-5236	DISABILITY INSURANCE	17.58
01-14-11-6202	TECHNICAL AND PERSO...	594.00
01-14-11-6203	PROFESSIONAL SERVICES	434.00
01-14-11-6213	OFFICE EQUIPMENT MA...	42.75
01-16-11-5234	GROUP LIFE INSURANCE	19.65
01-16-11-5235	ACCIDENTAL DEATH INS	1.72
01-16-11-5236	DISABILITY INSURANCE	14.33
01-16-11-6211	EQUIPMENT MAINTENA...	2,411.00
01-16-11-6212	BUILDING AND GROUND...	3,192.20
01-16-11-6250	ELECTRICITY	6,468.32
01-16-11-6252	NATURAL GAS	83.34
01-16-11-6253	TELEPHONE	24.75
01-16-11-6254	WATER AND SEWER	2,519.50
01-16-11-7304	GENERAL SUPPLIES	200.34
01-16-11-7308	WEARING APPAREL AND...	16.38
01-2102	FICA WITHHOLDING	43,140.92
01-2103	MEDICARE WITHHOLDI...	10,110.34
01-2104	FEDERAL TAX WITHHOLD..	32,975.64
01-2105	MISSOURI TAX WITHHO...	12,385.00
01-2111	PAYROLL GARNISHMENT	188.89

Account Summary

Account Number	Account Name	Payment Amount
01-21-11-5234	GROUP LIFE INSURANCE	295.05
01-21-11-5235	ACCIDENTAL DEATH INS	25.82
01-21-11-5236	DISABILITY INSURANCE	212.81
01-21-11-6202	TECHNICAL AND PERSO...	159,009.72
01-21-11-6253	TELEPHONE	369.31
01-21-11-6261	EDUCATION & TRAINING	1,050.00
01-21-11-6262	DUES MEMBERSHIPS & ...	10.97
01-21-11-6264	IN TOWN MEETINGS	45.00
01-21-11-6265	TRAVEL & CONFERENCES	300.00
01-21-11-7302	SMALL TOOLS	204.38
01-21-11-7308	WEARING APPAREL AND...	16.38
01-21-11-9504	OFFICE EQUIPMENT	143.42
01-2113	PAYROLL CHILD SUPPORT	840.93
01-21-21-5234	GROUP LIFE INSURANCE	200.25
01-21-21-5235	ACCIDENTAL DEATH INS	17.51
01-21-21-5236	DISABILITY INSURANCE	146.01
01-21-21-6202	TECHNICAL AND PERSO...	133.00
01-21-21-6203	PROFESSIONAL SERVICES	40.00
01-21-21-6210	VEHICLE MAINTENANCE	93.45
01-21-21-6253	TELEPHONE	28.00
01-21-21-6261	EDUCATION & TRAINING	1,225.00
01-21-21-7302	SMALL TOOLS	17.84
01-21-21-7304	GENERAL SUPPLIES	85.05
01-21-21-9503	EQUIPMENT	227.77
01-21-22-5234	GROUP LIFE INSURANCE	953.91
01-21-22-5235	ACCIDENTAL DEATH INS	83.47
01-21-22-5236	DISABILITY INSURANCE	608.79
01-21-22-5241	PENSION CONTRIBUTION	-0.09
01-21-22-6202	TECHNICAL AND PERSO...	107.50
01-21-22-6210	VEHICLE MAINTENANCE	865.61
01-21-22-6253	TELEPHONE	18.24
01-21-22-6261	EDUCATION & TRAINING	6,650.00
01-21-22-6262	DUES MEMBERSHIPS & ...	258.95
01-21-22-7302	SMALL TOOLS	33.68
01-21-22-7304	GENERAL SUPPLIES	177.08
01-21-22-7308	WEARING APPAREL AND...	115.90
01-21-22-7313	RANGE SUPPLIES	376.08
01-21-22-7316	OPIOIDS SETTLEMENT F...	1,137.03
01-2211	HEALTH INSURANCE	122,542.37
01-2213	DENTAL INSURANCE PAY	5,947.45
01-2216	SUPPLEMENTAL LIFE	1,511.71
01-2218	VISION CARE	983.14

Account Summary		
Account Number	Account Name	Payment Amount
01-2222	SHORT TERM DISABILITY ...	855.67
01-2224	VISION CARE-COBRA	16.10
01-2225	HEALTH INS PREM PAID ...	3,547.34
01-2226	DENTAL INS PREM PAID ...	161.32
01-2312	401 - ICMA	833.70
01-2317	MO LAGERS	137,625.24
01-2318	ICMA ROTH 457	5,969.15
01-2319	ICMA ROTH IRA	674.68
01-2321	457 - VOYA	2,018.25
01-2322	457 - ICMA	10,770.18
01-2323	MOST PROGRAM	785.00
01-2324	ICMA LOAN REPAYMENT	636.50
01-2412	PEACE OFFICER AND ST...	2.00
01-2413	CVC - CRIME VICTIMS C...	15.00
01-2806	OLIA REIMBURSABLE RE...	5,673.08
01-31-11-5234	GROUP LIFE INSURANCE	121.15
01-31-11-5235	ACCIDENTAL DEATH INS	10.61
01-31-11-5236	DISABILITY INSURANCE	59.56
01-31-11-6203	PROFESSIONAL SERVICES	5,333.00
01-31-11-6211	EQUIPMENT MAINTENA...	10.80
01-31-11-6213	OFFICE EQUIPMENT MA...	307.13
01-31-11-6253	TELEPHONE	168.47
01-31-41-5234	GROUP LIFE INSURANCE	174.80
01-31-41-5235	ACCIDENTAL DEATH INS	15.30
01-31-41-5236	DISABILITY INSURANCE	127.47
01-31-41-6207	TEMP PROFESSIONAL SE...	5,980.26
01-31-41-6211	EQUIPMENT MAINTENA...	2,946.64
01-31-41-6212	BUILDING AND GROUND...	547.98
01-31-41-6250	ELECTRICITY	1,410.51
01-31-41-6251	STREET LIGHTING	10,865.30
01-31-41-6252	NATURAL GAS	45.51
01-31-41-6253	TELEPHONE	268.62
01-31-41-6254	WATER AND SEWER	27,745.96
01-31-41-6261	EDUCATION & TRAINING	49.00
01-31-41-7302	SMALL TOOLS	74.50
01-31-41-7305	STREET & SIDEWALK MA...	6,207.59
01-31-41-7308	WEARING APPAREL AND...	289.85
01-31-41-9503	EQUIPMENT	341.99
01-31-43-5234	GROUP LIFE INSURANCE	88.06
01-31-43-5235	ACCIDENTAL DEATH INS	7.71
01-31-43-5236	DISABILITY INSURANCE	64.21
01-31-43-6207	TEMP PROFESSIONAL SE...	1,993.42

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-6211	EQUIPMENT MAINTENA...	982.22
01-31-43-6212	BUILDING AND GROUND...	59.15
01-31-43-6224	TAPPMAYER HOUSE MA...	496.16
01-31-43-6250	ELECTRICITY	1,460.86
01-31-43-6252	NATURAL GAS	45.51
01-31-43-6253	TELEPHONE	93.01
01-31-43-6254	WATER AND SEWER	1,578.23
01-31-43-6266	EQUIPMENT RENTAL	100.00
01-31-43-7302	SMALL TOOLS	24.84
01-31-43-7303	HORTICULTURAL SUPPLI...	766.79
01-31-43-7308	WEARING APPAREL AND...	96.64
01-31-43-9503	EQUIPMENT	2,197.77
01-32-11-5234	GROUP LIFE INSURANCE	91.74
01-32-11-5235	ACCIDENTAL DEATH INS	8.04
01-32-11-5236	DISABILITY INSURANCE	45.39
01-32-11-6203	PROFESSIONAL SERVICES	909.81
01-32-11-6253	TELEPHONE	24.75
01-32-11-6265	TRAVEL & CONFERENCES	652.16
01-32-61-5234	GROUP LIFE INSURANCE	186.80
01-32-61-5235	ACCIDENTAL DEATH INS	16.31
01-32-61-5236	DISABILITY INSURANCE	128.56
01-32-61-6253	TELEPHONE	403.82
01-32-61-6265	TRAVEL & CONFERENCES	654.60
01-4604	POLICE MISC REVENUE	-0.74
02-61-71-5234	GROUP LIFE INSURANCE	42.26
02-61-71-5235	ACCIDENTAL DEATH INS	3.70
02-61-71-5236	DISABILITY INSURANCE	30.82
02-61-71-9501	BUILDINGS AND IMPRO...	28,817.00
02-61-71-9510	STREETS	1,399,288.85
05-61-71-5234	GROUP LIFE INSURANCE	38.71
05-61-71-5235	ACCIDENTAL DEATH INS	3.39
05-61-71-5236	DISABILITY INSURANCE	28.23
05-61-71-9506	PARK DEVELOPMENT P...	36,574.53
05-61-71-9509	STORMWATER PROJECTS	304,615.62
06-14-31-5234	GROUP LIFE INSURANCE	63.37
06-14-31-5235	ACCIDENTAL DEATH INS	5.56
06-14-31-5236	DISABILITY INSURANCE	46.23
06-14-31-6203	PROFESSIONAL SERVICES	1,625.00
06-14-31-6212	BUILDING AND GROUND...	9,784.70
06-14-31-6213	OFFICE EQUIPMENT MA...	42.75
06-14-31-6253	TELEPHONE	49.50
06-14-31-6254	WATER AND SEWER	2,315.01

Account Summary

Account Number	Account Name	Payment Amount
06-14-31-7301	CHEMICALS & CLEANING	115.79
06-14-31-7304	GENERAL SUPPLIES	127.79
06-14-31-7307	GASOLINE, PROPANE & ...	214.83
06-14-31-9503	EQUIPMENT	169.99
06-14-32-5234	GROUP LIFE INSURANCE	54.92
06-14-32-5235	ACCIDENTAL DEATH INS	4.81
06-14-32-5236	DISABILITY INSURANCE	40.04
06-14-32-6210	VEHICLE MAINTENANCE	18.04
06-14-32-6212	BUILDING AND GROUND...	589.04
06-14-32-6253	TELEPHONE	24.75
06-14-32-6254	WATER AND SEWER	14,938.84
06-14-32-7303	HORTICULTURAL SUPPLI...	712.14
06-14-32-7307	GASOLINE, PROPANE & ...	1,318.12
06-14-33-5234	GROUP LIFE INSURANCE	20.24
06-14-33-5235	ACCIDENTAL DEATH INS	1.77
06-14-33-6213	OFFICE EQUIPMENT MA...	42.75
06-14-33-6254	WATER AND SEWER	383.28
06-14-33-7301	CHEMICALS & CLEANING	66.06
06-14-33-7304	GENERAL SUPPLIES	466.18
06-14-33-8324	MERCHANDISE-GOLF BA...	0.48
06-14-33-9503	EQUIPMENT	10,680.00
06-14-34-7301	CHEMICALS & CLEANING	53.31
06-14-34-7304	GENERAL SUPPLIES	17.78
06-14-34-8315	SANDWICHES AND HOT ...	276.04
06-14-34-8316	BEER	854.06
06-14-34-8317	COFFEE,TEA & SOFT DRI...	497.50
06-14-34-8319	SNACKS	668.51
06-1625	GOLF BALLS	420.96
11-61-93-5234	GROUP LIFE INSURANCE	4.54
11-61-93-5235	ACCIDENTAL DEATH INS	0.40
11-61-93-5236	DISABILITY INSURANCE	3.31
11-61-93-9315	SEWER LATERAL REIMB...	8,050.00
19-21-23-6211	EQUIPMENT MAINTENA...	1,720.00
19-21-23-6212	BUILDING AND GROUND...	1,695.85
19-21-23-6250	ELECTRICITY	7,287.90
19-21-23-6252	NATURAL GAS	103.36
19-21-23-6253	TELEPHONE	295.30
19-21-23-6254	WATER AND SEWER	1,784.02
19-21-23-6255	CABLE TV AND INTERNET	259.16
19-21-23-6261	EDUCATION & TRAINING	1,670.00
19-21-23-6265	TRAVEL & CONFERENCES	103.11
19-21-23-7304	GENERAL SUPPLIES	400.03

Account Summary

Account Number	Account Name	Payment Amount
19-21-23-7332	COMPUTER SOFTWARE	23,025.00
99-2809	EPAYABLES LIABILITY	9,772.22
Grand Total:		2,588,697.54

Project Account Summary

Project Account Key	Payment Amount
None	843,452.51
18702E	26,605.13
19701E	16,370.00
204E	13,290.00
218E	23,284.53
401E	304,615.62
60022E	1,353,813.72
604E	2,500.00
K9 UNITE	436.03
WRGE	4,330.00
Grand Total:	2,588,697.54

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR A
SUBDIVISION KNOWN AS BACON ESTATES, CITY OF CREVE
COEUR, ST. LOUIS COUNTY, MISSOURI**

WHEREAS, an application has been submitted by Bill Simpson, of Banjak and Associates, for approval of a final plat of a three-lot subdivision known as BaCon Estates, at 350 South Mason Road consisting of three 1.2 acre lots; and

WHEREAS, the final plat of the BaCon Estates subdivision conforms to the preliminary plat approved by the Planning and Zoning Commission on July 15, 2024; and

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

WHEREAS, the Planning and Zoning Commission recommended approval of the BaCon Estates final plat by a vote of 5-0 on September 16, 2024; and

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

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

SECTION 1: The Final Plat of the subdivision known as BaCon Estates, described as two tracts of land located in section 8, township 45 north, range 5 east, and as recorded in D.B. 6503, PG. 755. And D.B. 8026, PG. 1894, City of Creve Coeur, St. Louis County, Missouri, as heretofore submitted on September 6, 2024 is hereby approved subject to the following conditions:

1. The applicant shall prepare the Mylar for appropriate signatures and City Certification and record the final subdivision plat with St. Louis County.
2. Prior to issuance of any building or final occupancy permits Subdivision Improvement Plans shall be submitted for review by the Planning and Zoning Commission for the Lots B, C, and D.
3. All easement labels and descriptions on the plat, as well as all subdivision plat scripts, shall be reviewed and approved by the City Attorney prior to signing of the Mylar to ensure adequate descriptions are provided and terminology is correct.

BILL NUMBER 6137

ORDINANCE NUMBER _____

4. The Applicant shall provide a digitized version of the recorded plat along with two (2) printed copies.

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

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

ADOPTED THIS ____ DAY OF _____, 2024.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

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

APPLICATION TO PLANNING AND ZONING COMMISSION #24-024: FINAL PLAT FOR THE SUBDIVISION OF A 3.6 ACRE LOT AT 350 SOUTH MASON ROAD INTO THREE LOTS WITHIN THE A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT

FOR THE MEETING OF: Monday, September 16, 2024

LOCATION: 350 South Mason Road, A Single-Family Zoning District

REQUEST: Bill Simpson, of Banjak and Associates, has submitted a request for the final plat approval to subdivide the property at 350 South Mason Road into three lots for three new homes. The total area of each lot is 52.275 square feet. The subject property is zoned A Single Family Residential, and no changes to the zoning district are being requested.

ADDITIONAL INFORMATION: The preliminary plat was approved on July 15, 2024 and subdivision improvement plans will be reviewed on an individual lot basis once the lots are sold for development.

APPLICANT: William Simpson
Banak and Associates, LLC
30 North Brentwood Boulevard
Clayton, MO 63105

APPLICANT'S REPRESENTATIVE: Brian Fischer
THD Design Group, Inc
148 Chesterfield Industrial Boulevard
Chesterfield, MO 63132

Key Issues:

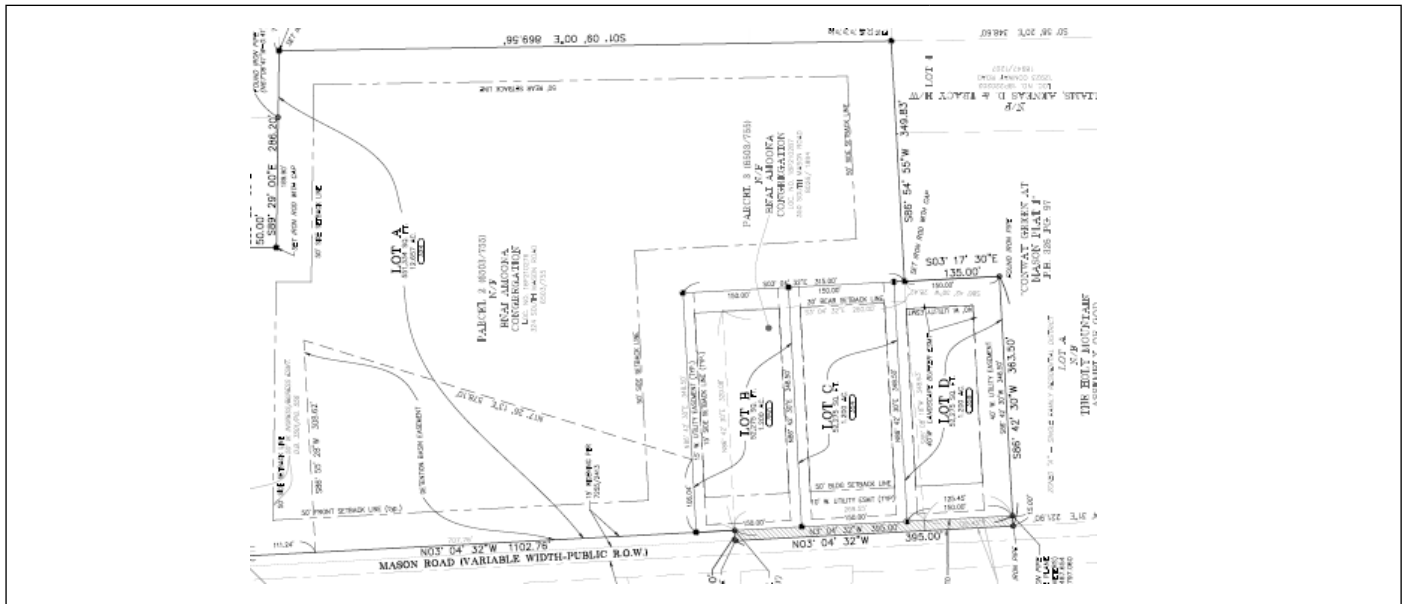
- Is the final plat in substantial conformance with the approved preliminary plat?
- Does the subdivision meet the zoning district requirement?

Creve Coeur 2030 Comprehensive Plan References

- Civic (CV)
- Design Guidelines

Zoning Code References

- Section 405.250: "A" Single Family Residential District
- Chapter 410: Subdivision and Development of Land



REPORT PREPARED BY: BETHANY L. MOORE, AICP, CITY PLANNER

DATE: 9/9/24

ATTACHMENTS: Draft Ordinance

Applicant's Final Plat submitted on September 6, 2024.

BACKGROUND

The applicant is seeking final plat approval for a 3-lot subdivision, known as BaCon Estates, in the “A” single-family residential zoning district. Congregation Bnai Amoona at 324 South Mason Road plans to subdivide the adjacent lot addressed as 350 South Mason Road, which is currently undeveloped. The applicant plans to subdivide the property into 3 single family lots of 1.2 acres in size in the “A” Single-Family Zoning District. The applicant will also be adjusting the boundary between 324 South Mason Road and 350 South Mason Road to provide additional area for the lots. The applicant previously received preliminary plat approval at the July 15, 2024 Planning and Zoning Commission. The site improvement plans will be reviewed on an individual lot basis once the lots are sold for development by others before seeking any building permits for construction. The final plat has been submitted for review and final approval by the Planning and Zoning Commission and City Council pursuant to Sections 410.130 and 410.140 of city’s subdivision code. If the final plat is approved, the applicant will next record the final plat with the Recorder of Deeds for St. Louis County and provide a copy of the final plat to the Planning Division.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Congregation B’nai Amoona	A-Single Family Residential	N/A
South	Holy Mountain Assembly of God	A-Single Family Residential	NA
East	Congregation B’nai Amoona/Holy Mountain Assembly of God	A-Single Family Residential	N/A
West	Single Family Residences	Town and Country	South Mason Road

ANALYSIS

Conformance with the Preliminary Plat

The final plat contains the same lot layout, with 3 new lots each 1.2 acres in size, that complies with the minimum district requirements for the “A” Single Family Residential District. The requirements for “A” lots include a minimum lot area of 1 acre, or 43,560 square feet, with a minimum lot width of 150 feet, and a minimum lot depth of 150 feet. The “A” Single Family District has a minimum front yard setback of 50 feet along any Street Frontage, 30-foot rear yard setbacks and 15 feet or 15% of the lot width, whichever is less for the side yard setback. All three lots are showing the required setbacks for all yards. Under Section 405.250(E)(4)(f), Lot D is subject to a 40-foot buffer yard along the eastern and southern lot lines due to its location abutting Holy Mountain Assembly of God, 12931 Conway Road, which is a conditional use in the “A” zoning district. Lots B and C are not subject to this buffer yard as Congregation Bnai Amoona is creating the lots within the existing boundaries of the property. The buffer yard shall not contain any impervious surface and shall be landscaped and screened as deemed appropriate by the Planning and Zoning Commission. The final plat includes the buffer yard of 40 feet on Lot D and well as a note that states the buffer yard is to be landscaped and restricted from building or impervious surfaces.

[illegible]

There are no indentures for this subdivision as there are no shared or common ground areas and each lot has its own individual access to South Mason Road.

Review of a final plat is a ministerial act to ensure that the proposed final plat is substantially similar to the preliminary plat and substantially meets all land development standards of this Chapter and those of any other applicable City regulations. This application does substantially meet all applicable codes for the A Single-Family Residential District, subject to the following suggested conditions of approval which are also included in the attached draft ordinance:

- Action on this item will be in the form of a motion to recommend approval of the attached draft ordinance as presented, or approval with additional conditions, to meet all technical requirements. Final approval of

the draft ordinance by City Council is required. Assuming agreement with the Staff Report, the following is an example motion for this application:

“I move to recommend approval of the final subdivision plat for BaCon Estates with the conditions recommended by staff as provided in the staff report for the meeting of September 16, 2024.” (other conditions may be added, eliminated, altered, and modified by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

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

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

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

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

APPENDIX 4: AERIAL MAP



A RECORD PLAT FOR
BACON ESTATES
TWO TRACTS OF LAND LOCATED IN
SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST,
AND AS RECORDED IN D.B. 6503, PG. 755,
& D.B. 8026, PG. 1894,
CITY OF CREVE COEUR,
ST. LOUIS COUNTY, MISSOURI

OWNERS CERTIFICATE

THE UNDERSIGNED, OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH THIS SUBDIVISION SHALL HEREINAFTER BE KNOWN AS THE "BACON ESTATES".

ALL UTILITY EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED AND GRANTED AS EASEMENTS TO THE CITY OF CREVE COEUR, AMEREN UE (MISSOURI), SPIRE MO EAST (GAS), SPECTRUM, MISSOURI AMERICAN WATER, AT&T, AND THE METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD). THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING AND REPAIRING OF PUBLIC UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE 40 FOOT WIDE LANDSCAPE BUFFER EASEMENT SHOWN ALONG THE SOUTH AND EAST LINES OF PROPOSED LOT "D" OF THE SUBDIVISION IS HEREBY ESTABLISHED AND RESERVED FOR LANDSCAPING PURPOSES UNDER CITY OF CREVE COEUR SECTION 405.250 (5)(4)(f). THIS AREA SHALL BE IMPROVED UNDER A LANDSCAPE PLAN AND THIS AREA IS RESTRICTED FROM BUILDING AND IMPERVIOUS SURFACES.

DETENTION ESMT AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMPs (BEST MANAGEMENT PRACTICES). THE RESERVED AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL RUN WITH THE LAND FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" DATED _____ OF _____, AS RECORDED IN THE ST. LOUIS COUNTY RECORDER OF DEEDS BOOK _____, PAGE _____, OR AS AMENDED THEREAFTER.

THIS SUBDIVISION SHALL BE SUBJECT TO AND BENEFIT BY THE EASEMENTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "BACON ESTATES", CONTAINED IN AN INSTRUMENT FILED IN DEED BOOK _____, PAGE _____, IN THE OFFICE OF THE ST. LOUIS COUNTY, MISSOURI RECORDER OF DEEDS.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES, IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2024.

ALL BUILDING LINES SHOWN HEREON ARE HEREBY ESTABLISHED WITH THE RECORDING OF THIS PLAT.

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

OWNER'S NOTARY

CONGREGATION BNAI AMOONA

STATE OF _____ }
COUNTY OF _____ }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, APPEARED _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF CONGREGATION BNAI AMOONA A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID _____ DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY TERM EXPIRES: _____

LENDER CERTIFICATE

CONGREGATION BNAI AMOONA

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED RECORDED IN BOOK _____, PAGE _____ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS RECORD PLAT OF THE "BACON ESTATES"

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS _____ DAY OF _____, 2024.

LENDER: _____

BY: _____

PRINT NAME: _____

TITLE: _____

LENDERS NOTARY

STATE OF _____ }
COUNTY OF _____ }SS

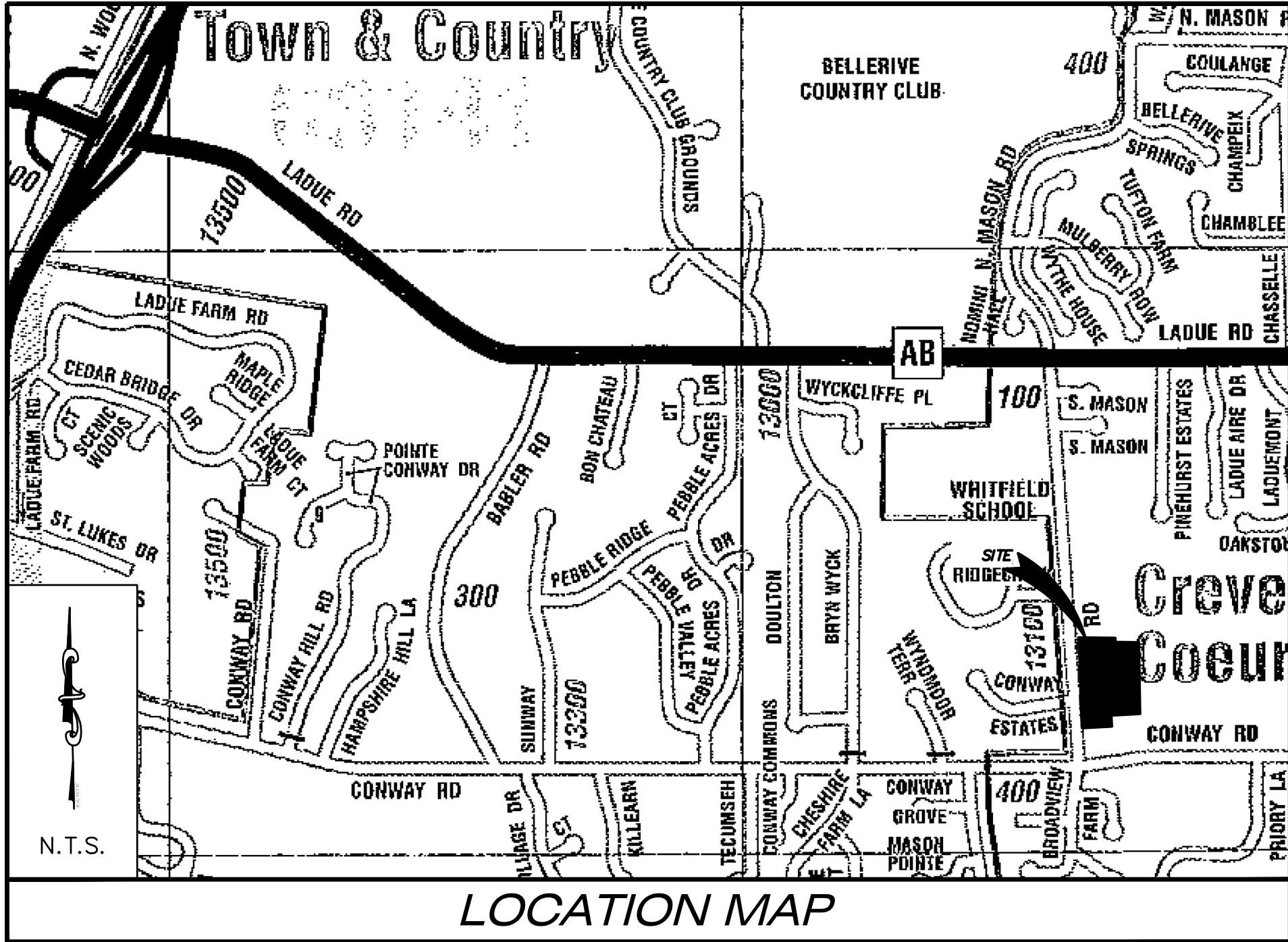
ON THIS _____ DAY OF _____, 2024, BEFORE ME, APPEARED _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF CONGREGATION BNAI AMOONA, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID _____ DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY TERM EXPIRES: _____



CITY CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS SUBDIVISION PLAT WAS APPROVED BY THE CREVE COEUR PLANNING AND ZONING COMMISSION ON THE _____ DAY OF _____ PURSUANT TO THE SECTION 410.030.C. OF THE SUBDIVISION REGULATIONS IN CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF CREVE COEUR

CITY OF CREVE COEUR, MISSOURI

JULIE LABONTE, CHAIR
PLANNING & ZONING COMMISSION

CITY COUNCIL

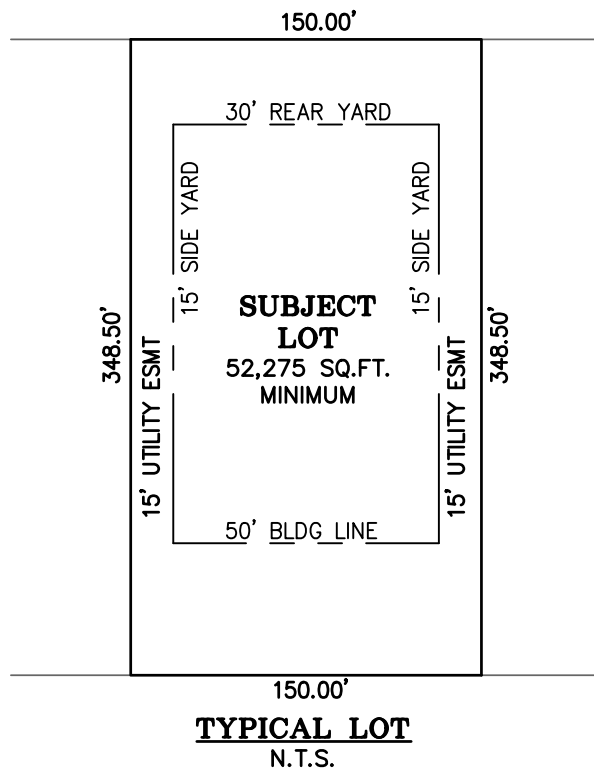
I, KELLIE HENKE, CITY CLERK FOR AND WITHIN THE CITY OF CREVE COEUR, MISSOURI, DO HEREBY CERTIFY THAT THIS FINAL SUBDIVISION PLAT OF BACON ESTATES WAS APPROVED PURSUANT TO THE SUBDIVISION AND LAND DEVELOPMENT REGULATIONS OF THE CITY OF CREVE COEUR, MISSOURI, AS OUTLINED IN CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF CREVE COEUR CODE BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR ON THE _____ DAY OF _____, 2024.

KELLIE HENKE

STATEMENT OF STATE PLANE:

THE STATE PLANE COORDINATES WERE DETERMINED ON SEPTEMBER 28, 2023 USING A TRIMBLE R10 GPS RECEIVER AND A TSC 7 DATA COLLECTOR FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF "MOBF" WITH A PID OF DM3511 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) COORDINATE VALUES OF NORTH (Y) 325,371.567 METERS AND EAST (X) 272,133.214 METERS. WE REPRESENT HEREON THAT THESE STATE PLANE COORDINATES MEET THE ACCURACY STANDARDS OF THE "MISSOURI MINIMUM STANDARDS FOR URBAN CLASS PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 30-16, EFFECTIVE AT THE DATE OF THIS SURVEY) AS A "URBAN PROPERTY" RELATIVE TO STATION MOBF.

AVERAGE COMBINED GRID FACTOR = 0.99991806 (1 METER = 3.28083333 FEET)



DEVELOPMENT NOTES:

1. SITE ADDRESS:

324 SOUTH MASON ROAD
ST. LOUIS, MO 63141
LOC. NO. 18P210276

350 SOUTH MASON ROAD
ST. LOUIS, MO 63141
LOC. NO. 189210287

2. OWNER INFORMATION:

CONGREGATION BNAI AMOONA
7777 BONHOMME AVENUE SUITE 1910
ST. LOUIS, MO 63105
DEED BOOK 6503 PAGE 755
DEED BOOK 8026 PAGE 1894

3. AREA OF TRACT: 714,084 SQ. FT. OR 16.393 ACRES, MORE OR LESS

4. DEVELOPMENT ZONING: "A" RESIDENTIAL DISTRICT (CREVE COEUR)

"A" RESIDENTIAL DISTRICT DIMENSIONAL REQUIREMENTS

FRONT YARD SETBACK: 50 FEET
SIDE YARD SETBACK: 15 FEET
REAR YARD SETBACK: 30 FEET
MINIMUM SITE AREA: 1.0 ACRE
MINIMUM LOT WIDTH: 150 FEET
MAXIMUM LOT COVERAGE: 25%

5. ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP 29189C00188K DATED FEBRUARY 4, 2015, THIS DEVELOPMENT IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOODPLAIN.

6. A TITLE COMMITMENT POLICY WAS NOT PROVIDED TO THD DESIGN GROUP INC., THEREFORE THIS PLOT AND THE SURVEY ON WHICH IT IS BASED ARE SUBJECT TO ANY DEFECTS, ENCUMBRANCES, EASEMENTS OR CLAIMS OF EASEMENTS FOUND OR NOT FOUND IN THE PUBLIC RECORDS.

7. BASIS OF BEARINGS: GRID NORTH, MISSOURI STATE PLANE COORDINATE SYSTEM, NAD' 83, EAST ZONE.

8. EASEMENTS SHOWN HEREON ARE PER PLATTED EVIDENCE AND AVAILABLE PUBLIC RECORDS. THD DESIGN GROUP INC. RECOMMENDS A CURRENT TITLE COMMITMENT POLICY BE PROVIDED TO IDENTIFY ALL EXISTING EASEMENTS THAT MAY NOT ENCUMBER THE SUBJECT PROPERTY.

9. ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.

10. THE SEMI PERMANENT SURVEY MONUMENTS SHOWN HEREON SHALL BE SET WITHIN ONE CALENDAR YEAR OF THE DATE OF THE RECORDING OF THIS PLAT.

11. (Hatched symbol) DENOTES LOT ADDRESSES.

LAND DESCRIPTION: (PER SURVEY)

TWO TRACTS OF LAND BEING LOCATED IN SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AND BEING PROPERTY AS CONTAINED IN DEEDS AS RECORDED IN DEED BOOK 6503, PAGE 755 (PARCEL 2) AND DEED BOOK 8026, PAGE 1894 OF THE RECORDER'S OFFICE, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF LOT 1 OF "MASON LANE", AS RECORDED IN PLAT BOOK 302, PAGE 79 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MASON ROAD (VARIABLE WIDTH-PUBLIC RIGHT-OF-WAY), AS WIDENED PER SAID PLAT, FROM WHICH A FOUND IRON PIPE BEARS SOUTH 55 DEGREES 16 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 0.14 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOTS 1 AND 2 OF SAID "MASON LANE", A DISTANCE OF 448.76 FEET TO A POINT FROM WHICH A FOUND IRON ROD BEARS NORTH 68 DEGREES 01 MINUTES 23 SECONDS WEST A DISTANCE OF 0.49' SAID POINT ALSO BEING ON THE WEST LINE OF LOT 5 OF PINEHURST ESTATES PER THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 173, PAGE 62 OF SAID ST. LOUIS COUNTY RECORDS;

THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 25 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 2 OF SAID "MASON LANE", A DISTANCE OF 50.00 FEET TO A SET IRON ROD WITH CAP AT THE SOUTHWEST CORNER OF LOT 5 OF SAID "PINEHURST ESTATES";

THENCE SOUTH 89 DEGREES 29 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOTS 5 AND 6 OF SAID "PINEHURST ESTATES", A DISTANCE OF 286.20 FEET TO A SET IRON ROD WITH CAP AT THE NORTHWEST CORNER OF A TRACT OF LAND NOW OR FORMERLY OF SOLOMON SCHECHTER DAY SCHOOL OF ST. LOUIS, AS RECORDED IN DEED BOOK 6503, PAGE 755 (PARCEL 1) OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE SOUTH 01 DEGREES 09 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SOLOMON SCHECHTER DAY SCHOOL OF ST. LOUIS TRACT (PARCEL 1), A DISTANCE OF 869.56 FEET TO A SET IRON ROD WITH CAP AT THE SOUTHWEST CORNER OF SAID TRACT SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 5 OF FRANK ESTATES AS PER THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 326 PAGE 97 IN ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 86 DEGREES 54 MINUTES 55 SECONDS WEST, ALONG THE NORTHERLY LINE OF LOT 4 OF FRANK ESTATES AND LOT A OF "CONWAY GREEN AT MASON PLAT 1", AS RECORDED IN PLAT BOOK 326, PAGE 97 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, A DISTANCE OF 349.83 FEET TO A SET IRON ROD WITH CAP;

THENCE SOUTH 03 DEGREES 17 MINUTES 30 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT A OF SAID "CONWAY GREEN AT MASON PLAT 1", A DISTANCE OF 135.00 FEET TO A FOUND IRON PIPE;

THENCE CONTINUING ALONG SAID NORTHERN LINE SOUTH 86 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 363.50 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT A, AND BEING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF MASON ROAD (VARIABLE WIDTH-PUBLIC RIGHT-OF-WAY);

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 03 DEGREES 04 MINUTES 32 SECONDS WEST, A DISTANCE OF 395.00 FEET TO A FOUND IRON PIPE;

NORTH 86 DEGREES 55 MINUTES 28 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT FROM WHICH A FOUND IRON ROD BEARS NORTH 83 DEGREES 01 MINUTES 14 SECONDS WEST 0.23 FEET;

THENCE NORTH 03 DEGREES 04 MINUTES 32 SECONDS WEST, A DISTANCE OF 707.76 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 714,084 SQUARE FEET OR 16.393 ACRES, MORE OR LESS, AS SURVEYED AND CALCULATED BY THD DESIGN GROUP, INC. DURING NOVEMBER 2023.

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THD DESIGN GROUP, INC. AT THE REQUEST AND FOR THE EXCLUSIVE USE OF CONGREGATION BNAI AMOONA, WE HAVE DURING THE MONTH OF NOVEMBER, 2023, EXECUTED A BOUNDARY SURVEY AND BASED UPON SAID SURVEY, DURING THE MONTH OF AUGUST, 2024, PREPARED A RECORD PLAT ON TWO TRACTS OF LAND BEING PART OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, THE RESULTS OF WHICH ARE SHOWN HEREON. ALL SURVEY MONUMENTATION WILL BE SET AS SHOWN ON THIS PLAT. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH CHAPTER 16 "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (2 CSR 90-60.010 TO 60.070) AND MEETS THE REQUIREMENTS OF AN URBAN SURVEY. THIS SURVEY IS BASED ON RECORD SOURCES. THD DESIGN GROUP, INC. TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE AFOREMENTIONED RECORDS.

BRIAN J. FISCHER
PROFESSIONAL LAND SURVEYOR, LICENSE NO. MO-002584

THD DESIGN GROUP, INC.
"your solution for engineering and surveying"

A RECORD PLAT FOR
BACON ESTATES
TWO TRACTS OF LAND LOCATED IN
SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST,
AND AS RECORDED IN D.B. 6503, PG. 755,
& D.B. 8026, PG. 1894,
CITY OF CREVE COEUR,
ST. LOUIS COUNTY, MISSOURI

Date: Sep 06, 2024
Brian J. Fischer
License No. LS-002584
Professional Land Surveyor

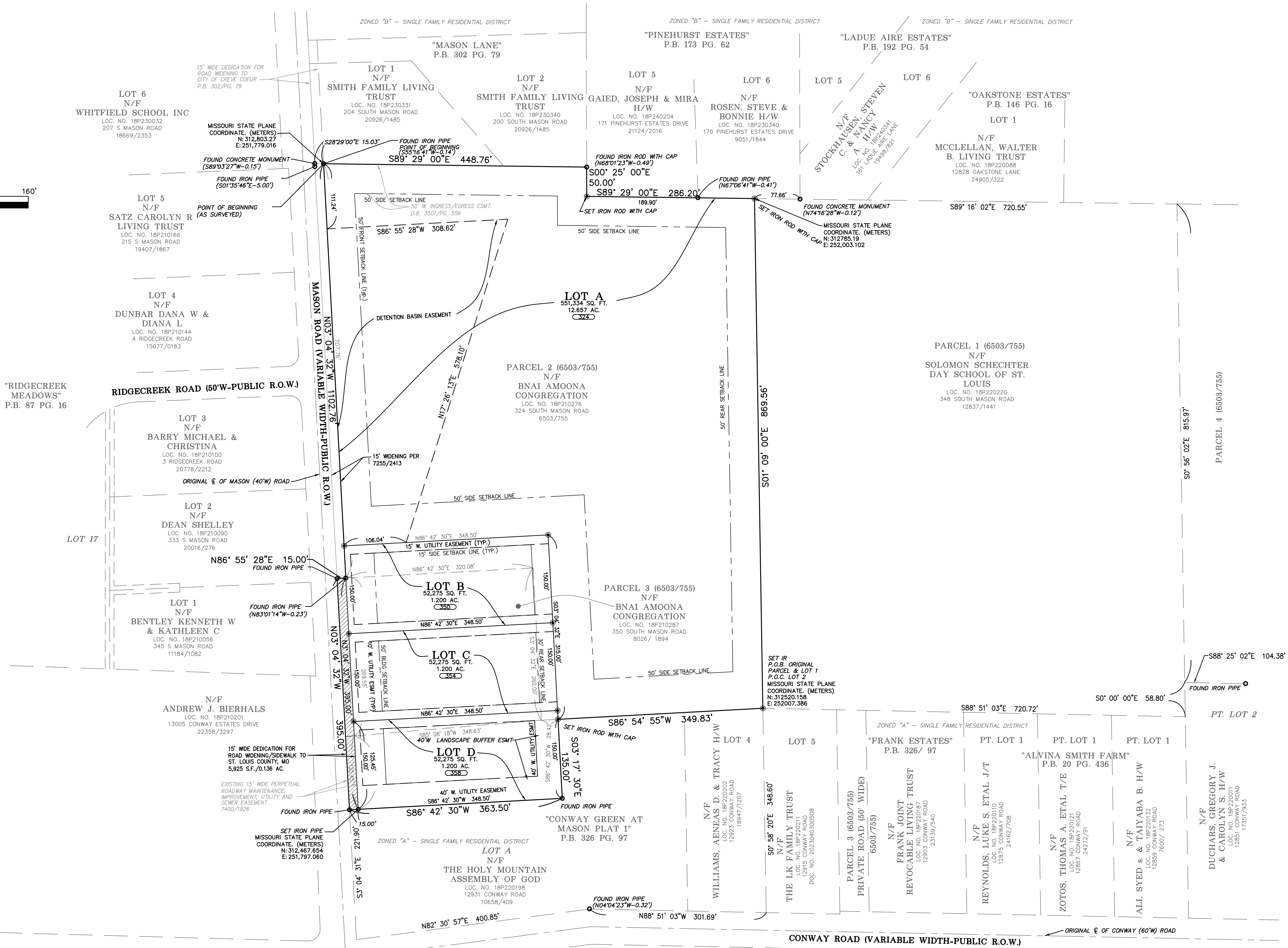
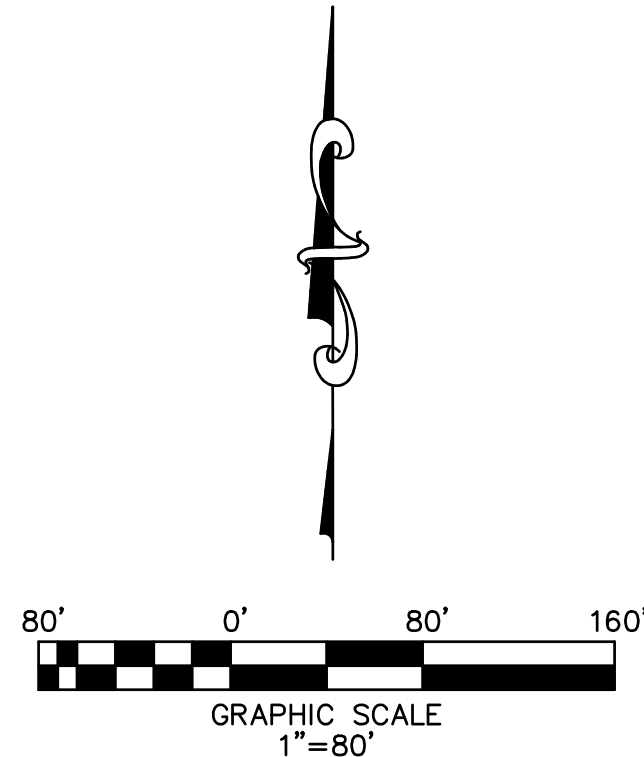
PROJECT NUMBER: 23-1573

DATE: 09/06/2024

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1 OF 2

Page 50 of 118



THD DESIGN GROUP, INC.
"your solution for engineering and surveying"
148 CHESTERFIELD INDUSTRIAL BLVD STE E, CHESTERFIELD, MO 63005
TEL: 636-294-2972
FAX: 636-294-3027
WEB: www.thd.com
Corporate Certificate of Authority #2011004412

A RECORD PLAT FOR
BACON ESTATES
TWO TRACTS OF LAND LOCATED IN
SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST,
AND AS RECORDED IN D.B. 6503, PG. 755,
&
D.B. 8026, PG. 1894,
CITY OF CREVE COEUR,
ST. LOUIS COUNTY, MISSOURI

Date: Sep 06, 2024
Brian J. Fischer
License No. LS-002584
Professional Land Surveyor

PROJECT NUMBER: 23-1573

DATE: 09/06/2024

DRAWN BY: ALT

2 OF 2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ENABLE THE CITY TO CONSTRUCT THE LADUE ROAD IMPROVEMENT PROJECT.

WHEREAS, the City of Creve Coeur strives to maintain its pavement infrastructure for the sake of its residents; and

WHEREAS, the City has been awarded grant funding under the federal Surface Transportation Block Grant Program (STBG) to assist with the cost of resurfacing, and sidewalk and signal upgrades to Ladue Road between Lindbergh Boulevard and Emerson Road; and

WHEREAS, the attached "Exhibit One" is an agreement between the City and the Missouri Highways and Transportation Commission regarding the responsibilities and requirements of the STBG Grant Program.

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

SECTION 1. The STBG Program Agreement, between the Missouri Highways and Transportation Commission and the City, regarding the resurfacing, and sidewalk and signal upgrades to Ladue Road, attached hereto and referred to herein as the "Program Agreement," is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be substantially in the form of the Program Agreement, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Program Agreement.

SECTION 2. This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____ 2024.

TIM CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____ 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: September 17, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berez, P.E., City Engineer

FROM: Kevin Mulligan, P.E., Civil Engineer

SUBJECT: Recommendation to Execute Program Agreement
Ladue Road Improvement Project STBG-4900(649)

City staff recommends that the City execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission (MoDOT) in order to accept federal grant funding assistance for asphalt pavement resurfacing, sidewalk improvements, and signal upgrades to Ladue Road.

Project Summary

The City maintains Ladue Road from just east of Emerson Road to just west of US-67/Lindbergh Blvd, a stretch of 2.1 miles. MoDOT maintains Ladue Road on both ends of the City-maintained section. Ladue Road was last repaved in 2007, and several utility projects and City repairs have made the road a large collection of patches. Staff originally envisioned splitting this project into two phases. However, it was decided to apply for a single grant for the entire City-maintained stretch of Ladue Road and increase the City's share of funding for the project. This would minimize traffic impacts to only one construction season, while also allowing the City to pursue grants for Phases 3 and 4 of New Ballas Road projects in the following years.

The Ladue Road Improvement Project will involve the resurfacing of the asphalt pavement, sidewalk accessibility updates, and signal upgrades – including all new signals at Mosley Road and new camera detection systems at the Mosley, Graeser, and Spoede intersections. Easements and right of way are expected to be necessary along the project limits.

Project Schedule

Projects that follow the process laid out by MoDOT for grant-funded projects generally have three phases: design, right-of-way acquisition, and construction.

- **Design (FY2025-FY2027).** The design for this project is scheduled to begin in late 2024 or early 2025 and is expected to last through the fall of 2026. This phase of the project will be fully funded by the City.
- **Right-of-Way Acquisition (FY2026).** Right-of-way may be needed from the Ladue Schools property at 10900 Ladue Road and sidewalk easements may be necessary on the south side of Ladue Road between E. Ladue Estates and Graeser Road. This phase is planned for fall and winter of 2026. This phase of the project will be fully funded by the City.

- Construction (FY2027). Construction of this project is scheduled for the spring and summer of 2027. The federal grant will reimburse the City up to \$1,300,000 for the construction phase of the project. This is anticipated to be about 73% of the cost to construct the project.

The anticipated schedule for the project is listed in detail in Exhibit B (page 12) of the Program Agreement.

Project Cost and Grant Reimbursement

The program agreement establishes the amount of reimbursement for the project at about 73% of construction costs, up to an amount of \$1,300,000.00. The total cost of the project is expected to be \$1.98 million, making the City's share \$680,000, or approximately 34% of the total cost.

The estimated cost of each phase of the project and the amount of grant funding awarded for that phase are outlined below:

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2025-FY2027	\$ 175,000	\$ 0	\$ 175,000
Right of Way	FY2026	\$ 25,000	\$ 0	\$ 25,000
Construction	FY2027	\$ 1,780,000	\$ 1,300,000	\$ 480,000
	Total	\$ 1,980,000	\$ 1,300,000	\$ 680,000

Recommendation

The City has benefitted from federal grants to improve most of its major roads in the recent past. Staff finds this grant program to be a good opportunity for the City, and recommends that the City enter into the program agreement with MoDOT in order to take advantage of this program for the benefit of Ladue Road.

EXHIBIT ONE

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/24 (TLP)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-4900(649)
Award Year: 2027
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Creve Coeur, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-4900(649) involves:

Resurfacing, sidewalk improvements and signal upgrades.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-4900(649) by the Commission is within the city limits of Creve Coeur, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Ladue Road from east of Emerson Road to west of US 67 (Lindbergh Boulevard).

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the

improvement.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(13) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,300,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to

the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-4900(649) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the

vendor within two (2) business days of receipt of funds from MoDOT.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(25) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(26) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(28) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the

Commission in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
300 North New Ballas Road
Creve Coeur, Mo 63141
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a

subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(31) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(32) CONFLICT OF INTEREST: The City shall comply with conflict-of-interest

policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: STBG-4900(649) Ladue Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2024	10/2024	1
Execute agreement (project sponsor and DOT)	11/2024	01/2025	3
Engineering services contract submitted and approved*			
Obtain environmental clearances (106, CE2, T&E, etc.)	07/2025	11/2025	5
Public meeting/hearing	03/2025	03/2025	1
Develop and submit preliminary plans	05/2025	11/2025	7
Preliminary plans approved	12/2025	01/2026	2
Develop and submit right-of-way plans	01/2026	03/2026	3
Review and approval of right-of-way plans	04/2026	07/2026	4
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	07/2026	08/2026	2
Right-of-way acquisition	09/2026	12/2026	4
Utility coordination	07/2025	01/2027	18
Develop and submit PS&E	08/2026	12/2026	5
District approval of PS&E/advertise for bids*	12/2026	02/2027	3
Submit and receive bids for review and approval	02/2027	04/2027	3
Project implementation/construction	05/2027	10/2027	5
* Finish date must match fiscal year for each milestone shown in bold text .			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AN ORDINANCE OF THE CITY OF CREVE COEUR, APPROVING A CONTRACT ENTERED BY AND BETWEEN SAINT LOUIS COUNTY BOARD OF POLICE COMMISSIONERS, FOR AND ON BEHALF OF SAINT LOUIS COUNTY AND THE SAINT LOUIS COUNTY AND MUNICIPAL POLICE ACADEMY BOARD OF MANAGERS, AND THE CITY OF CREVE COEUR, FOR THE SERVICES OF A CREVE COEUR POLICE OFFICER AS AN INSTRUCTOR

WHEREAS, the common goal of Saint Louis County, Missouri (the County), the Saint Louis County and Municipal Police Academy (the Academy), and the City of Creve Coeur Missouri (the City), is to provide basic training and continuing law enforcement education to Police Officers throughout the County; and

WHEREAS, Chapter 70 of the Revised Statutes of the State of Missouri authorizes joint exercise by two or more local governments of any power common to them; and

WHEREAS, the City and the County wish to cooperate with one another to provide the services of a Creve Coeur Police Officer at the Academy as an instructor; and

WHEREAS, it is the desire of the City and the County, on behalf of the County and the Academy, to enter into an agreement on behalf of the interest of their citizens;

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

Section One.

The City Administrator is hereby authorized and directed to execute for and on behalf of the City of Creve Coeur a contract for services with Saint Louis County Board of Police Commissioners, for and on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, for the services of a Creve Coeur Police Officer as an instructor, the terms and conditions of which shall be in substantial compliance with attached Exhibit A, which is incorporated herein by reference. The City Administrator may make such changes to the document as may be deemed necessary, desirable, convenient or proper before signing in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

The City Administrator may enter into similar agreements for future years provided that the recovery of City costs is proportional to the recovery provided by Exhibit A.

BILL NO. 6139

ORDINANCE NO. _____

Section Two.

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

ADOPTED THIS _____ DAY OF _____, 2024.

TIMOTHY CARNEY
PRESIDENT, CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



MEMORANDUM

DATE: October 7, 2024
TO: M. Perkins, City Administrator
FROM: J. Hartman, Chief of Police
SUBJECT: Employee Developmental Detachment – St. Louis County and Municipal Police Academy

Sir,

For the current fiscal year, the Police Department has a 50th full-time commissioned position that is designated as a detached developmental position (full-time instructor at the St. Louis County and Municipal Police Academy). This position provides a valuable developmental opportunity and is part of the vision to improve employee retention. Additionally, this assignment enhances the City's partnership with other law enforcement agencies in the region.

As spelled out under a contractual agreement between the City and St. Louis County, and authorized under Ordinance #5870, Creve Coeur Officer Jon Zuckerman is currently serving as a full-time instructor at the St. Louis County and Municipal Police Academy. This contract is set to expire at the end of the calendar year. Attached to this memorandum is a draft ordinance and a contract for Officer Zuckerman to continue in this assignment for the calendar year 2025.

The contract is for one year and outlines that the County will fully reimburse the City of Creve Coeur for Officer Zuckerman's salary and direct benefits, including overtime pay up to \$20,000 annually while he is assigned to the academy as an instructor. The contract will likely need to be amended if there is an adjustment to his salary in July. The County is aware and is agreeable to amending the contract in anticipation of the pay raise.

Attachment: Police Officer – Administrative Detachment – Police Academy Instructor
Distribution: All Commissioned Personnel
Cc: Sharon Stott, Assistant City Administrator

CONTRACT FOR SERVICES

This Contract entered by and between St. Louis County, for and on behalf of St. Louis County & Municipal Police Academy Board of Managers (hereinafter referred to as “COUNTY” respectively) and the CITY OF CREVE COEUR, MISSOURI, an incorporated municipality of the State of Missouri (hereafter “CITY”).

WITNESSETH:

WHEREAS, COUNTY has established the St. Louis County and Municipal Police Academy (hereafter “ACADEMY”) for the purpose of providing basic training and continuing law enforcement education to police officers throughout St. Louis County; and

WHEREAS, COUNTY and the incorporated municipalities located therein, including CITY, desire to provide for the participation of said incorporated municipalities in the training and education of police officers throughout St. Louis County; and

WHEREAS, Section 201.180 of the Revised St. Louis County Ordinances (1974), as amended, permits St. Louis County Board of Police Commissioners to approve contracts for professional services within the budget of the Police Department; and

WHEREAS, the CITY is authorized to enter into this Contract by Creve Coeur Ordinance No. _____;

Commented [MC1]: Creve Coeur, please provide ordinance, resolution, etc.

NOW, THEREFORE, in consideration of the premises and mutual promises and obligations hereafter stated, it is agreed between the parties as follows:

1. **Term of Contract.** The term of this Contract shall commence on January 1, 2025 and continue through December 31, 2025.
2. **Description of Services.** CITY shall provide for COUNTY’S use throughout the Contract term of the services of a City of Creve Coeur Police Officer (hereafter “EMPLOYEE”), for the weekly provision of 40 hours basic and/or special instruction and/or attendant instruction and services, as defined, directed

Commented [MC2]: Maggie, please confirm this is the right term.

and scheduled by COUNTY for Academy attendees. COUNTY shall provide EMPLOYEE office space and materials as needed for providing the services required in this contract.

3. **Compensation.** COUNTY shall reimburse CITY in the amount of EMPLOYEE'S salary throughout the Contract term at an hourly rate not to exceed \$41.96 per hour of the actual rate of pay, including payment for direct fringe benefits and overhead, said reimbursement not to exceed \$113,968.08. Upon completion of performance by CITY and the submission of such documentation deemed reasonably necessary, including evaluations by COUNTY and CITY of EMPLOYEE'S performance, COUNTY to evaluate EMPLOYEE'S performance on evaluation forms provided by the CITY.
4. **Overtime.** Employee shall be entitled to overtime payment at 1 ½ times of said Employee's hourly wage not to exceed \$62.94 for each overtime hour worked for the COUNTY. The COUNTY is responsible for monitoring the number of overtime hours worked. On a quarterly basis the CITY will provide to the Director of the ACADEMY (or their designee) supporting documentation showing the number of overtime hours worked to-date for the COUNTY within the contract period. The COUNTY agrees to reimburse CITY in an amount not to exceed \$20,000 to cover EMPLOYEE'S overtime compensation and related fringe benefits and overhead.
5. **Compensatory Time.** If EMPLOYEE works more than 80 hours in a pay period, the EMPLOYEE can elect to earn compensatory time equal to 1 ½ times the number of hours worked in excess of 80, in lieu of being paid overtime. The total accrued compensatory time balance is limited to the CITY'S maximum accrued balance (currently 80 hours), with any additional excess hours paid as overtime. Compensatory time earned as a result of work for the COUNTY will be tracked separately from compensatory time earned as a result of work for the CITY. At the request of the COUNTY, the CITY will provide the current balance of accrued compensatory time to the COUNTY.

Commented [MC3]: Creve Coeur, please confirm compensation is accurate.

Payout of such accrued compensatory balance to the EMPLOYEE can occur at any time at the request of the EMPLOYEE and with approval by the CITY'S Chief of Police and/or upon separation of employment with the CITY in accordance with CITY'S personnel policies and procedures. The COUNTY will reimburse the CITY for such amount paid to the EMPLOYEE. In the event the EMPLOYEE separates from their role as Instructor with the COUNTY while remaining employed with the CITY, the COUNTY will reimburse the CITY for the calculated value of the balance of accrued compensatory time earned but unused as of the date of separation, such calculation to include CITY-paid taxes and workers' compensation premium related to the value of the balance. Payout of other leave balances accrued by the EMPLOYEE as a condition of employment with the CITY, such as CITY-accrued compensatory time, vacation, and sick leave, will not be reimbursed by the COUNTY.

6. **Insurance.** The CITY is insured by Saint Louis Area Insurance Trust (SLAIT) for claims involving Workers' Compensation and tort liability, and the CITY extends the protection of said insurance coverage to CITY employees and officers subject to the terms and conditions of the CITY's workers' compensation and liability insurance policies. The COUNTY shall not have any responsibility for such employee benefits provided by the CITY.

Commented [CM4]: Creve Coeur, please provide your insurance.

7. **Termination for Cause.** This Contract may be terminated by COUNTY for cause upon ten days written notice to CITY if, in the sole discretion of COUNTY, EMPLOYEE fails to provide satisfactory instruction to Academy attendees as required in Section 2 herein, or if EMPLOYEE violates any State, County or Academy laws, regulations, ordinances, directives of policies. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE through the effective date of termination of this Contract.

Commented [MC5]: Creve Coeur, please ensure this is still accurate.

8. **Termination by COUNTY or CITY.** Either party may terminate this Contract by giving the other party not less than 30 days written notice of its intention to do so. In the event of such termination, COUNTY shall reimburse CITY on a pro

rata basis for those services rendered by EMPLOYEE prior to notice of termination of this Contract.

9. **Independent Contractors.** City, acting through EMPLOYEE, is at all times throughout the Contract term performing and acting as an independent contractor with, and not an agent for COUNTY, and no act or omission of any party or party agent hereto shall be construed to make any other party its principal, agent or joint venturer.
10. **Duties Not Assignable.** The duties imposed on CITY by this Contract are not assignable without COUNTY'S prior written consent.
11. **Non-Waiver.** The waiver by either party of a breach or violation of any Contract provision shall not operate or be construed as a waiver of any subsequent breach hereof.
12. **Entire Agreement.** This Contract sets forth the entire agreement between COUNTY and CITY with respect to the services and work to be performed hereunder, and supersedes all prior and contemporaneous contracts, agreements, understandings, negotiations or other agreements between the parties. No supplement, modification, waiver or termination of this Contract shall be binding, unless executed in writing by the person to be bound or required to give notice.
13. **CITY and COUNTY.** As used in this Contract, the terms "CITY" and "COUNTY" shall include the officers, employee, legal representatives and successors thereof.

IN WITNESS WHEREOF, the parties have executed this this Contract effective the later of the dates below written.

CITY OF CREVE COEUR

By _____

Title: _____

Date _____

I, _____, affirm that I am _____ of the City of Creve Coeur, Missouri and I signed this Contract on behalf of said City and I acknowledge this Contract to be my free act and deed.

ST. LOUIS COUNTY BOARD OF
POLICE COMMISSIONERS

Date executed by St. Louis County

Approved:

Chief of Police
St. Louis County Police Department

Approved as to Legal Form:

County Counselor

I hereby certify that unencumbered balances suffice to pay the Contract sum remains in the appropriate account which the obligation is to be charged.

Accounting Officer

Legal Review: _____

Encumbrance Review: _____

AN ORDINANCE FOR THE HOLDING OF A GENERAL ELECTION IN THE CITY OF CREVE COEUR, MISSOURI, ON THE 8TH DAY OF APRIL, 2025, FOR THE ELECTION OF ONE COUNCIL MEMBER FROM EACH OF THE FOUR WARDS, EACH FOR A FULL TWO-YEAR TERM, AND FOR THE CONDUCT OF SAID ELECTION BY THE BOARD OF ELECTIONS OF ST. LOUIS COUNTY, MISSOURI, AND FOR OTHER MATTERS RELATING AND PERTAINING TO SUCH ELECTION.

WHEREAS, pursuant to the City Charter an election must be held in April 2025 to elect one council member for each of the four wards of the City, each to serve a full two-year term; and

WHEREAS, application procedures regarding such election need to be established;

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

SECTION 1: Pursuant to applicable law, a general municipal election shall be held in the City of Creve Coeur, Missouri on the 8th day of April, 2025, for the election of one council member from the first ward for a full two-year term, one council member from the second ward for a full two-year term, one council member from the third ward for a full two-year term, and one council member from the fourth ward for a full two-year term.

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

SECTION 3: Nominating petitions and acceptances of nomination shall be filed with the City Clerk of the City of Creve Coeur after the passage and approval of this ordinance beginning at 8:00 a.m. on December 10, 2024 and ending on December 31, 2024, at 5:00 p.m. The City Clerk shall record the date and time of each filing. Names shall be placed on the ballot and election notice in order of filing for respective offices as provided in section 10.3 of the city charter. Filings shall be accepted at the office of City Clerk, Creve Coeur Government Center, 300 North New Ballas Road, on a first-come, first-served, walk-in basis Monday through Friday 8:00 AM – 4:30 PM except December 24, 2024 where filing hours shall be 8:00 AM until 12:00 PM and December 31, 2024 where filing hours shall be 8:00 AM – 5:00 PM. The office of the City Clerk will not be open on Saturdays and Sundays or those days designated a holiday by the City of Creve Coeur. All candidates must provide proof of identity to the City Clerk.

SECTION 4: Notwithstanding the foregoing, in the case of candidates who deliver their nominating petitions and acceptances of nomination to the City Clerk prior to 4:30 p.m. on the first day for filing, the City Clerk shall determine by random drawing the order in which such declarations shall be deemed to have been filed. Any such drawing shall be conducted so that each candidate may draw a number at random at the time of delivery of the petition and acceptance. The City Clerk shall record the number drawn with the candidate's petition and acceptance. If such drawing is conducted, the names of the candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers so drawn.

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

BILL NO. 6140

ORDINANCE NO. _____

SECTION 6: The City Clerk shall determine the sufficiency of each submittal as provided in Section 10.2(c) of the City Charter but shall not investigate the qualifications of any candidate.

SECTION 7: Notice of said general municipal election shall be published before December 10, 2024 according to law in a newspaper of general circulation published in the County of St. Louis, Missouri.

SECTION 8: All candidates shall be nominated by petition and acceptance thereof as provided for in Section 10.2 of the City Charter. Nominating petitions and acceptances of nomination shall be substantially in the same form as the "nominating petition" and "acceptance of nomination" forms attached hereto as specimens of designated appropriate forms as required by Section 10.2 (a) of the City Charter.

SECTION 9: Upon the passage and approval of this ordinance, a certified copy thereof shall be promptly transmitted to the Board of Elections by the City Clerk.

SECTION 10: This ordinance shall become effective pursuant to section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____, 2024.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



**CITY OF CREVE COEUR
ACCEPTANCE OF NOMINATION**

NO. _____

Date/Time Received _____

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

I, _____ BEING DULY SWORN, STATE UPON MY OATH ON THE DATE SET FORTH BELOW THAT I RESIDE AT _____, CITY OF CREVE COEUR, COUNTY OF ST. LOUIS, STATE OF MISSOURI, THAT I AM A QUALIFIED VOTER THEREIN, THAT I ACCEPT NOMINATION AND AM A CANDIDATE FOR THE ELECTION OF COUNCIL MEMBER, WARD _____ FOR FULL TWO-YEAR TERM, TO BE VOTED UPON AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, THAT I SHALL HAVE RESIDED IN THE CITY OF CREVE COEUR FOR AT LEAST ONE YEAR AS OF THE DATE OF THE ELECTION AND WILL BE A RESIDENT OF THE AFORESAID CITY AND WARD AT THAT TIME, THAT I HAVE FILED ALL REQUIRED CAMPAIGN DISCLOSURE REPORTS FOR ALL PRIOR ELECTIONS AND PAID ALL FEES ASSESSED BY THE MISSOURI ETHICS COMMISSION, AND THAT I AM OTHERWISE ELIGIBLE FOR SAID OFFICE AND WILL REMAIN SO THROUGH THE ELECTION DATE (OR WILL DISCLOSE OTHERWISE).

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

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

DATE: _____

TIME: _____

SIGNATURE OF CANDIDATE

Address: _____

Email: _____

Telephone: _____

ATTEST:

KELLIE HENKE
CITY CLERK

NOTE: CANDIDATES ARE NOW REQUIRED TO SUBMIT AN AFFIDAVIT REGARDING PAYMENT OF TAXES TO THE MISSOURI DEPARTMENT OF REVENUE UNDER SECTION 115.306 RSMO. WHILE THE LAW IS UNCLEAR, OUT OF AN ABUNDANCE OF CAUTION CANDIDATES MAY WANT TO FILE A COPY OF THAT AFFIDAVIT WITH THEIR ACCEPTANCE OF NOMINATION.



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____ OF THE CITY OF CREVE COEUR, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, **APRIL 8, 2025**.

NOTICE TO SIGNERS: Please sign in ink or indelible pencil.

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

RESOLUTION NO. 1755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, TO ESTABLISH AND ADOPT A RESTORATION POLICY FOR CREVE COEUR CITY-FUNDED STORMWATER PROGRAM PROJECTS.

WHEREAS, the goal of a Restoration Policy for City-funded Stormwater Program Projects is to help ensure that that projects are consistently, equitably, and fairly managed.

WHEREAS, a policy can help ensure that restoration efforts will be the same or similar or projects over time and across the City.

WHEREAS, residents across the City will know that protections are in place to help assure that funds for restoration activities will not disproportionately benefit some homeowners and that City funds are being used wisely and for the highest public good.

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

Section 1: The attached “City of Creve Coeur Policy for City-funded Stormwater Program Projects” is adopted as official policy of the City of Creve Coeur and is hereby incorporated as part of this resolution.

Section 2: This resolution shall take effect immediately upon its adoption.

ADOPTED THIS 14TH DAY OF OCTOBER, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

City of Creve Coeur

Policy for the Restoration of City-Funded Stormwater Projects

Projects that primarily benefit individual homeowners

One example of a City-funded project that benefits primarily individual homeowners is streambank stabilization and restoration.

- Streambank stabilization and restoration projects can have some benefits to downstream residents such as:
 - Water quality improvements.
 - Reduction in erosion.
- The primary beneficiary, however, is the individual homeowner because these projects may:
 - Protect privately-owned structures from flooding or erosion damage.
 - Prevent or slow the widening of the creek along the sections of creek within an individual homeowner's lot.
 - Help stabilize banks within private property limits.
 - Enhance the appearance of the property with a natural solution element that incorporate up to hundreds of livestakes and plants.
 - Removal of invasive species such as honeysuckle during the clearing and grubbing phase of construction.

Trees

- For each twelve-inch diameter or larger tree that is removed within the limits of construction, one new tree will be planted.
 - Replacement trees will have a one-year warranty.
 - Evergreen replacement trees will be six to eight feet tall planted.
 - The size of replacement deciduous trees will be two-inch caliper.
 - Invasive species will not be planted as replacement trees.
- The City will not prune or trim trees or bushes beyond the vertical or horizontal project limits. Vertical limits will be defined as the highest point construction equipment will likely reach.
- This section excludes existing trees within the physical limits of streambank restoration. Streambank restoration projects will generally plant live stakes.

Irrigation systems

- Irrigation system components within the limits of construction will be repaired if damaged and if the components are not within the right-of-way.
 - Irrigation systems within the right-of-way will not be repaired.

- Before construction, if the homeowner marks the location of the irrigation system components within the right-of-way, the contractor will move the components outside the right-of-way.
- Irrigation systems will not be extended beyond existing limits.

Location of underground conduits, pipes, and wires

- Homeowners are expected to work with City staff and the contractor to identify the location of any underground conduit, pipes, wires, and any other underground asset that is within the project limits.
- Neither the City nor the contractor will be responsible for the cost of repairing underground assets not identified by the homeowner before work begins.

Restoration does not include

Restoration does not include items such as:

- Power washing homes.
- Washing of windows or vehicles.
- Removing trees, grading, or other work beyond project limits.
- Repainting of exterior siding or design elements.

Pavement removal and replacement

- Existing asphalt driveways and paved surfaces will be replaced with asphalt.
 - Existing asphalt pavements will be saw cut before removals.
 - Replacement asphalt pavement shall be three-inch minimum thickness with four-inches compacted one-inch minus subgrade.
- Existing concrete driveways and paved surfaces will be replaced with concrete.
 - For residential driveways, six-inch minimum thickness placed on four-inches of compacted one-inch minus subgrade with expansion joint material separating slabs and the driveway from the back of curb.
 - Replacement is slab-to-slab, full slab replacement joint-to-joint.
 - If a driveway is non-standard, the City will pay for the cost of replacing a standard material and the homeowner will pay the difference.
- Pavement work will be done to the City of Creve Coeur standards.
- The homeowner may choose to have areas outside the construction limits repaved.
 - The homeowner will work directly with the contractor for the additional work.
 - The contractor can refuse to do additional paving beyond the limits defined by the City contact.
 - If both the contractor and the homeowner agree to paving additional areas outside the construction limits, then the contractor and homeowner can enter into a separate agreement.

- City staff will not provide construction inspection services for work outside the construction limits of the City's project.
- Additional work cannot impact the City project's schedule.

City streets

- Cleaning of City streets.
 - City streets will most likely be broom cleaned daily. In most cases, a skid steer sweeper will be used.
 - In some unusual cases, the City may consider the possibility of using mechanical, vacuum, or regenerative air street sweepers.
 - These sweepers would only be used one time at the conclusion of the project not daily, weekly, or monthly.
 - Mechanical, vacuum, and regenerative air sweepers street sweepers are costly, and the public benefit of these types of street sweeping would need to be carefully weighed against the extra expense.
- City streets are managed and maintained under the City's Pavement Maintenance Program.
 - City streets will be replaced or repaired according to the City's Pavement Maintenance Program guidelines, criteria, and timelines.
 - Roadways and roadway components including but not limited to concrete slabs, curb and gutter, concrete section of the driveway apron, asphalt sections, and asphalt curb, will not be replaced under stormwater projects. Exceptions may be made in cases that impact public safety, and the roadway work must be approved by the Director of Public Works.

Grass

- Sod will be the standard replacement for grass that is disturbed within construction limits.
- As a substitution for sod, homeowners may choose to have wild flower native seed mix sown with a straw cover.
 - Plantings and maintenance of the native planting areas must remain in compliance with the following sections of City of Creve Coeur City Code Chapter 220 Weeds and Vegetation:
 - Sections 220.020 Use of Native Plant Communities As An Alternative in Urban Landscape Design.
 - Section 220.020 High Weeds, High Grass and Rank Vegetable Growth Prohibited.
 - Section 220.030 Exemptions To Height Restrictions.
- The contractor will be responsible for the sod for the first three months.
 - If the sod fails within the three-month establishment period, then the contractor will replace the sod and the three-month establishment period resets.

- Sod will only be replaced during recommended growing seasons and temperatures.

Projects that benefit the broader community and cause hardships for homeowners

Examples of projects that benefit the broader community and cause a hardship for a homeowner:

- If the stormwater problem is not primarily on the homeowner's site but the solution requires the permanent installation of stormwater management features such as an outfall or inlet structure on the homeowner's property outside of the right-of-way.
- Stormwater projects that solve issues beyond the homeowner's property but require detention on the homeowner's site.

When the homeowner will have a permanent hardship because of an improvement that primarily or mainly benefits other homeowners or the public, then additional restoration items may be added to the project's contract. The value of the additional restoration items may depend on the severity of the hardship and the impact of the solution on the homeowner's property.

Examples of additional restoration items may include:

- Evergreens that are taller than six-to-eight feet planted.
- Deciduous trees with a caliper greater than two inches.
- Replacing more than one tree for each mature tree that is removed.
- Additional landscaping to conceal stormwater features.
 - Additional landscaping cannot interfere with performance of stormwater management features.
 - Additional landscaping cannot include invasive species.

Extreme hardship for homeowners on projects with great public benefit

In cases of extreme hardship, the City may offer payment for a permanent or temporary construction easement. Determination of extreme hardship and payments will require the approval of the Stormwater Committee, the City Administrator, and the City Council.

The City reserves power to revise this policy.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: September 20, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berecz, P.E., Assistant Director of Public Works and City Engineer

FROM: Dione Garson, P.E., Civil Engineer

SUBJECT: Restoration Policy for City-funded Stormwater Program Projects

The following memorandum describes the benefits and uses of a proposed restoration policy for City-funded stormwater projects.

The proposed policy was collaboratively created by City staff members and the Stormwater Committee. At three separate meetings, the Stormwater Committee provided feedback on drafts of the policy. At the September 11, 2024 Stormwater Committee meeting, members voted in favor of asking the City Council to consider the following policy for approval and adoption.

Benefits of a defined restoration policy

The goal of having a defined policy is to help ensure that projects are consistently and equitably managed. With a restoration policy:

- Individual homeowners can feel a sense of equity and fairness that the restoration efforts on their site are the same or similar to restoration efforts that have been or will be performed for other homeowners.
- Residents across the City will know that protections are in place to help assure that funds for restoration activities will not disproportionately benefit some homeowners and that City funds are being used wisely and for the highest public good.
- Before signing an easement, residents will have more clarity and a better understanding about what restoration activities will and will not be performed.

Structure of the policy

The policy is divided into the following three levels:

- Projects that primarily benefit individual homeowners.
- Projects that benefit the broader community and cause a hardship for a homeowner.
- Extreme hardship for homeowners on projects with great public benefit.

Each level has a list of examples of restoration activities that the City will and will not perform. For homeowners who receive few or no direct benefit from a City-funded stormwater project, the policy allows for the possibility of additional restoration benefits.

How the policy will be used

The policy will be used in the easement acquisition process. To help homeowners make informed decisions, City staff currently provides:

- A description of the stormwater issues the project seeks to address and the proposed engineering concept or plans.
- Estimate of the construction schedule and timeframe.
- Easement documents.
- Instructions on where to find a Notary Public.

If approved, the restoration policy would be an addition to this list of documents used by City staff in easement discussions and by homeowners as they consider signing easements.

Limitations of the policy

The lists are intended to be used consistently over time with the understanding that lessons learned from projects may inspire City staff or Stormwater Committee members to suggest additions to the policy. Possible policy modifications and additions will be presented to the Stormwater Committee for their consideration and vote. If the Stormwater Committee approves the modification, it will then become an effective policy element.

Each project presents new challenges and different site conditions. The policy does its best to address the most common and likely restoration questions, requests, and activities. Some projects, however, may present unforeseen site conditions that bring up questions not addressed in this policy. In these cases, City staff will use best engineering judgement and may request the input of the Stormwater Committee to determine the restoration actions that will or will not be completed on a site.

Similarly, City staff will actively try to avoid deviating from the policy. If a case arises when a deviation is deemed necessary, City staff will seek Stormwater Committee and potentially City Council approval. Approved deviations will not be considered as binding precedent for future stormwater projects.

The proposed policy is listed in the resolution.



STAFF MEMORANDUM

DATE: September 19, 2024

TO: City Council

CC: Mark Perkins, City Administrator
Jim Heines, Director of Public Works
Steve Berez, P.E., City Engineer and Assistant Director of Public Works
Lori Obermoeller, Director of Finance
Melissa Bradford, Public Information Officer

FROM: Electric Vehicle Subcommittee - Energy and Environment & Finance Committee

SUBJECT: Electric Vehicle Subcommittee Recommendations

At the July 30th Electric Vehicle Subcommittee Meeting the following items were discussed.

Ellen Lawrence prepared a preliminary electric vehicles (EV) verses internal combustion engine (ICE) vehicles financial analysis. The analysis considered upfront costs, insurance costs, tire costs, maintenance and repair costs, resale value, and fuel costs. The analysis demonstrated that over a five-year timeframe, EVs are likely to be more expensive than ICEs or hybrid vehicles.

Captain Tim Koncki with the Creve Coeur Police Department expressed the following concerns about electric police vehicles:

- Electric police vehicles have a greater weight as compared to ICE options.
 - Vehicles with a greater weight may cause more injuries and damage in accidents.
 - The Police Department is also concerned that roadway safety features such as concrete barricades and guardrails will not withstand the impact of heavier EVs as well as for ICE vehicles.
- The Police Department is concerned that charging time, range, and cold-weather effects may limit the fleet's ability to be fully ready in emergency situations.
- At this time, a small percentage of Police Departments have either fully or partially converted fleets to EVs. Of the fleets that include EVs, many have had EVs for less than five years. The Creve Coeur Police Department sees fewer advantages in being an early adaptor than waiting until more case studies are available to better understand the challenges and benefits of EVs used for police work.
- Given that EV technology appears to be advancing, the Police Department suggests waiting to add EVs until the technology improves and more Police Departments demonstrate successful conversions to EV fleets.

City staff prepared a memo outlining Ameren Missouri incentives for installing EV charging stations. Applications for publicly-accessible charging stations will be accepted through September 20, 2024 or until funds are exhausted.

The EV Subcommittee discussed the possibility of the City installing a public EV station at the Government Center.

The advantages of installing a public EV charging station in FY2025 include:

- Possibly qualifying for Ameren Missouri incentives.
- Testing the public's desire and demand for EV charging station in a public space.
- Leading by example with the hopes of inspiring residents to consider EVs and businesses to install EV charging stations in parking lots.

Disadvantages of installing a public EV charging station in FY2025 include:

- The Government Center may be rebuilt within the next five years. With the reconstruction, the parking lot may be reconfigured. The currently proposed location for the EV station may not be compatible with the new building and parking lot design.
- Level 2 charging stations would likely be selected for public charging spots.
 - Level 2 charging stations need between four to ten hours to charge an empty battery to 80%.
 - Residents are at the Government Center briefly, and most visits are less than an hour.
 - Slow charging stations do not offer much benefit to EV drivers who will likely be at the Government Center for only short visits.
 - Charging stations with the ability to accept payments requires services with monthly fees. It is uncertain if the revenues from charging drivers per kilowatt hour will be greater than the additional costs that enable the stations' payment functionality.
- The City currently does not have a plan for EV station expansion. Without understating the full power needs and placement of future EV stations, the City cannot take advantage of cost-savings from making the site ready for future expansion with one construction phase.

The subcommittee believes that EV technology is improving, particularly with respect to battery cycle life, calendar life, and weight. Given the higher costs and likely technological improvements over time, the sub-committee recommends that for now the City focus on hybrids, and if a suitable hybrid is not available then consider ICE options. Within the next five years, it is recommended that the City re-evaluate the benefits, risks, and costs of EVs for the Police Department and Department of Public Works fleets.

Saranya Konala prepared a list of EV vehicles that compared costs and emissions reductions. When the City re-evaluates EV as an option for its fleets, then City staff will take into consideration emissions reductions in the vehicle selection process.

The City purchases fleet vehicles at a discounted rate from the State's List. To secure a vehicle before the costs increase, the City must purchase a vehicle before October 2024. At this time, hybrid pickup trucks are not available. City staff recommends the purchase of an ICE Ford F-150 to satisfy the immediate needs of the Public Works Department.

City staff will continue to seek information about Ameren Missouri and other possible EV grant opportunities. Creve Coeur Police Department and City staff will also continue to research EV options for fleets and search for examples of other departments that have successfully transitioned from ICE to EV.



MEMORANDUM

DATE: October 3, 2024

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Neighborhood Improvement District (NID) Policy

This memo outlines the need for a formal Neighborhood Improvement District (NID) policy, including provisions for a Financial Agreement, as the City has received a request from a subdivision seeking to use a NID as their funding mechanism for street repairs.

This subdivision within the City has requested the establishment of a NID to finance their much-needed street repairs. While this street is a private street, we would also have to do a Resolution to accept the dedication of the street to comply with the NID Policy.

The Missouri Neighborhood Improvement District Act (RSMO 67.453-67.475) allows municipalities to assist with funding public infrastructure improvements through NID financing. This is achieved by issuing bonds or creating a financial agreement, with the costs repaid through special assessments on properties within the district. The City has done two (2) NIDs through a Financial Agreement in the past thirty-two years.

To ensure consistency, transparency, and proper financial management, the City has drafted the attached formal NID policy that will need to be reviewed by the Finance Committee. This policy will:

- Define the process and eligibility criteria for NID projects.
- Outline the City's role in managing and overseeing NID-funded improvements.
- Provide guidance on bond issuance or financial agreements to finance NID projects.
- Ensure protections for the City's financial interests, particularly when projects are funded through City funds instead of bond issuance.

A critical component of this policy is the inclusion of a Financial Agreement option, which will allow the City to fund projects under \$500,000 using available City funds instead of bonds. This would provide flexibility in financing smaller projects and ensure that the subdivision can complete their street repairs without the high costs associated with a bond issuance.

Given the subdivision's request and the City's need to structure such projects in a financially responsible way, staff is recommending that the Finance Committee review the attached draft policy, and then submit the Policy to City Council to approve, including the ability to enter into a financial agreement. This will provide a clear and effective path for the City to support local infrastructure improvements while safeguarding City resources.

CITY OF CREVE COEUR NEIGHBORHOOD IMPROVEMENT DISTRICT (NID) POLICY & PROCEDURES

INTRODUCTION

A problem facing some residents within the City of Creve Coeur today is how to finance local infrastructure improvements, especially those in private subdivisions. Improvements to streets, sidewalks, stormwater systems and subdivision amenities are critical to the quality of life of the residents of the City. Unfortunately, these infrastructure projects tend to be expensive and can be overly burdensome for some residents.

The City Council is aware of the need to support a program that would enable improvements to be made to private streets, sidewalks, stormwater systems and other subdivision amenities. At the same time, the City Council is concerned about maintaining its current strong financial rating. The City Council believes that the formation of Neighborhood Improvement Districts can provide an excellent opportunity for citizens to examine the particular needs of their communities or subdivisions and to structure a plan to address those needs. The City Council believes that it is important that local residents have the ability to avail themselves of those lawful opportunities which enable them to improve their quality of life. Further, the City Council is willing and able to partner with residents to make the necessary improvements in a way that is suitable to the residents and the City.

THE MISSOURI NEIGHBORHOOD IMPROVEMENT DISTRICT ACT

The Missouri Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, also known as the NID Act, was designed to provide a practical, flexible, and responsive tool to finance public infrastructure in response to citizen needs. Simply defined, a Neighborhood Improvement District, or NID, is a geographically defined area within which certain **public** improvements are financed by the local governmental entity (either city or county) through the issuance of general obligation bonds or setting up a financial agreement utilizing available City funds. These general obligation bonds or the financial agreement is in turn retired or paid back through special assessments imposed on the owners of real property within the NID area. Therefore, the basic premise of NID financing is that only those who benefit from the financed improvements pay for those improvements.

FORMATION OF A NEIGHBORHOOD IMPROVEMENT DISTRICT

In Missouri, Neighborhood Improvement Districts can be formed in one of two ways:

1. **Initiative Petition** process in which a petition is signed by at least two-thirds of the owners of record of real property within the proposed district area; or
2. **Election** is submitted to all qualified voters residing within the proposed district area. Passage of the NID issue requires a four-sevenths majority if the election is conducted at a general municipal election day, primary or general elections and two-thirds at all other elections.

The NID Act outlines the structure of and formation process for NIDs. These can be very complex, even to those experienced in governmental affairs. The NID Act places very specific requirements on City officials planning to implement a NID. While some may believe that the passage of the ballot issuance or the submission of the petition is the major hurdle in the formation of a NID, it really only represents the first step in what can be a complicated and potentially costly process.

PROJECTS ELIGIBLE FOR NID FINANCING

The NID Act has defined the range of projects which are eligible for Neighborhood Improvement District financing. Under the Act, to "improve" a project is to "construct, reconstruct, maintain, restore, replace, renew, repair, install, equip, extend, or to otherwise perform any work which will provide a new **public** facility or enhance, extend or restore the value or utility of an existing **public** facility." Further, an "improvement" includes "any one or more **public** facilities or improvements which confer a benefit on property within a definable area and may include or consist of a re-improvement of a prior improvement" including but not limited to projects:

- A. to acquire property or interests in property when necessary or desirable for any purpose authorized by sections 67.453 to 67.475;
- B. to open, widen, extend and otherwise to improve streets, paving and other surfacing, gutters, curbs, sidewalks, crosswalks, driveway entrances and structures, drainage works incidental thereto, and service connections from sewer, water, gas and other utility mains, conduits, or pipes;
- C. improvement of storm and sanitary sewer systems;
- D. to improve streetlights and street lighting systems;
- E. to improve waterworks systems;
- F. to improve parks, playgrounds and recreational facilities;

- G. to improve any street or other public facility by landscaping, planting of trees, shrubs, and other plants;
- H. to improve flood control works;
- I. to improve vehicle and pedestrian bridges, overpasses, and tunnels;
- J. to improve retaining walls and area walls on public ways or land abutting thereon;
- K. to improve property for off-street parking facilities including construction and equipment of buildings thereon;
- L. to acquire or improve any other public facilities or improvements deemed necessary by the governing body of the city or county; and
- M. to improve public safety.

While all of the above actions are technically eligible for a NID, the City of Creve Coeur will only approve NIDs for capital improvement projects-NOT maintenance projects. A capital improvement project shall generally have an expected life of twenty years or greater. An example of projects which are considered maintenance and will NOT qualify for a NID would be repairing partial sections of a street.

Due to the City's expertise in administering concrete and asphalt replacement projects, if a NID is proposed with a scope of street and sidewalk replacement, the City will manage the project on behalf of the NID (if desired). If the City manages a project, all costs incurred by the City in administration and management of the NID will be recouped by the City through the NID. All other NID projects may need to be managed by a licensed Professional Engineer selected and funded by the NID if not part of the City's expertise.

COSTS THAT CAN BE PAID WITH NID FINANCING

The NID Act identifies the costs that can be paid through a Neighborhood improvement District. Eligible costs include:

"... all costs incurred in connection with an improvement, including, but not limited to, costs incurred for the preparation of preliminary reports, the preparation of plans and specifications; the preparation and publication of notices of hearings, resolutions, ordinances and other proceedings; fees and expenses of consultants, interest accrued on borrowed money during the period of construction, underwriting costs- and other costs incurred in connection with the issuance of bonds or notes, establishment of reasonably required reserve funds for bonds or notes, the cost of land, materials, labor and other lawful expenses incurred in

planning, acquiring and doing any improvement, reasonable construction contingencies; and work done or services performed by the city or county in the administration and supervision of the improvement ..."

FINANCING NEIGHBORHOOD IMPROVEMENT DISTRICTS

Neighborhood Improvement Districts can be financed in several ways. The most common means is through the issuance of "debt" by the City, which is usually in the form of a general obligation bond. Because these bonds are designated as "Neighborhood Improvement District Bonds," they generally carry relatively low interest rates when compared to conventional bank financing.

Once a NID is established, the City may issue temporary notes or may authorize a local bank or other financial institution to issue temporary notes which may then be refunded by issuing the NID bonds or general obligation bonds. This allows for projects to be linked together (also called "pooling") creating a larger single bond which further reduces issuance costs and allows projects to begin construction while the final financing structure is developed.

If the City enters into a financial agreement in lieu of issuing bonds, the City reserves the right to apply a higher interest rate to account for the increased financial risk. The interest rate will be based on the Prime Rate as of the agreement date plus 100 basis points, with a minimum of 6% and a maximum of 10%.

These bonds are repaid through an annual special NID assessment on all real property within the NID. The special NID assessment will appear on the normal property tax bill of the property owner, along with the real property taxes. The annual special NID assessment will be collected by the Collector of Revenue in the same manner as the real property taxes, then distributed to the City. Unpaid special NID assessments, like unpaid real property taxes, will bear interest at 1.5% per month (18% annually). If the County forecloses on the property for unpaid taxes, it will also foreclose on the property for the unpaid special NID assessments.

COMPLEXITIES ASSOCIATED WITH BOND ISSUES

Bond issues, including those issued for Neighborhood Improvement Districts, create an obligation for the issuing agency, the City, which pledges its "full faith and credit" to secure the bonds. This means that should a default occur and repayment of the principal and interest on the bonds not occur as scheduled, the City of Creve Coeur has pledged to make the delinquent payments. Therefore, the legal and financial structure of these bond issues is of critical importance both to ensure that the project is financially viable and, should a default occur, that sufficient protection is in place to minimize the

potential for losses.

Correctly structuring and marketing general obligation bonds requires professional advice and expertise. First, bond counsel must be retained. Bond counsel serves several purposes including structuring the issue, drafting the documents, certifying its tax-exempt status and other related actions. Second, a trustee can be retained. A trustee is the paying agent for the issuance. It is the trustee who certifies that sufficient funds are available to meet debt service obligations. In some instances, an underwriter is retained to "market" the bonds. To "market" bonds is to determine the bond interest rates and supply potential customers to purchase the bonds. In certain instances, a financial advisor is retained to provide independent financial analysis of the project to ascertain risk. The costs incurred in completing these and other related tasks are called the costs of issuance. These costs of issuance are added to all other project costs to create the overall issuance.

The costs of bond issuance delineated in the previous paragraph can be high. However, one must consider the fact that interest rates for government backed securities, including those issued for NIDs, will carry an interest rate substantially lower than the interest rates normally available to individuals because the City's pledge of its full faith and credit makes the obligations virtually risk free for the purchasers. Therefore, in considering whether to pursue a Neighborhood Improvement District, one must weigh the bonding costs and other costs of issuance with the substantially lower interest rate offered by using government backed securities.

IMPACT OF SIZE OF PROJECT

Given that the most appropriate means of financing Neighborhood Improvement District projects is through the issuance of bonds, it is important that projects be large enough to justify the costs associated with the issuance. It makes very little sense to use bond financing for a small project if the costs of issuance add appreciably to the project. The bond market generally favors larger projects over smaller projects and there are distinct cost savings for larger projects when compared to smaller projects. Therefore, the City recommends that subdivisions consider the following when deciding whether to pursue a NID project:

Projects with total costs below \$500,000 will face difficulty seeking Neighborhood Improvement District financing with a bond. The administrative costs and the costs of issuance are such that including projects of this size in the NID program will cause issuance and sale problems for the entire program. Therefore, a financial agreement between the City and the property owners instead of the issuance of bonds may be a better option for costs below \$500,000. There are some additional considerations to make for projects between \$500,000 and \$750,000. It is possible that projects of this size can be "pooled", or joined, to one another to form a larger bond issue, but this will

require significant coordination between construction and completion schedules. Projects greater than \$1,000,000 are more feasible than other smaller projects, although the aspect of "pooling" of these issues is still a very important consideration. Projects of \$1.0 million or greater are typically sustainable as "stand alone" bond issuances.

Although the City has recommended the above considerations, it is willing to consider any capital project that leads to the improvement of local subdivisions. To encourage the NID process for existing streets, sidewalks, stormwater systems and other subdivision improvements, the City desires to provide assistance to its residents by evaluating potential NID projects and determining such project's feasibility.

SPECIAL REQUIREMENTS TO ESTABLISH A NID

In addition to the requirements for financing, the NID Act requires that the area seeking to be designated as a NID operate be readily defined. If the proposed NID area is not an established subdivision, a metes and bounds survey, including a legal description, will be required. This will necessitate that the NID engage an acceptable land surveyor.

If a proposed NID involves improvements to a private street, an agreement must be executed to transfer ownership of the street to the City prior to the approval of the NID. This ensures that the project qualifies as a public improvement under NID regulations.

The NID Act also requires that the total costs for the proposed project be certified. However, properly determining these costs can be a cumbersome and expensive activity for property owners who are not familiar with the process. An incorrect cost estimate could cost the subdivision flexibility later. Accordingly, the City is willing to prepare cost estimates for any NID project that the City has expertise in doing, such as the replacement of streets, sidewalks, and stormwater systems. Projects with other additional scopes will require that the subdivision secure the services of a licensed Professional Engineer for estimating purposes.

Because NID projects involve public improvements, all projects must include the payment of prevailing wage rates, must comply with the normal bidding and procurement policies of the City, and must adhere to the Americans with Disabilities Act (ADA). The City views itself as a partner in this process and is therefore willing to assist in ensuring these requirements are met. Additionally, the City may front the initial legal expenses necessary to work with the subdivision trustees to prepare a proper petition and to ensure that the NID process has been properly initiated. The City will later recoup those costs by incorporating them into the costs of issuance.

LENGTH OF FORMATION PROCESS

Because each Neighborhood Improvement District must be judged on its own strengths

and merits, it is not possible to establish a "normal" time frame for establishment. It is important to understand that a NID is a "quasi-public" structure that requires that the City Council complete several administrative and legislative steps. However, the City Council is committed to considering and approving all NID projects that adhere to the parameters of this Policy.

HOW TO INITIATE THE FORMATION PROCESS

Given the fact that there are several "up-front" costs required to comply with the NID Act to form a Neighborhood Improvement District, and that these up-front costs may be substantial, the City Council will provide some assistance during the initiation process to verify that the proposed projects are being properly defined and that they have been structured in a way that is economically feasible. City Council has developed a "pre-application process" which will be used to enable the City to perform an initial evaluation of all NID proposals. The Pre-Application process is designed to help residents conceptualize the project and identify the means of making it most productive. After an initial review and evaluation, it will then go through the formal review process.

PRE-APPLICATION

The Pre-Application contains the following elements, all of which are essential to its evaluation:

1. The Project Name of the proposed Neighborhood Improvement District and the principals involved in the project. "Principals" include the designated project contact (must be one person), the subdivision attorney, the subdivision engineer, the subdivision trustees, and any other individual that will be involved in the project.
2. A Narrative Description of the proposed improvement project. This narrative should include a statement of the problem and the prior steps that the subdivision has taken in attempting to solve the problem. If any sanctions have been imposed by other governmental agencies, such as the County Health Department, those should be listed as well. The narrative should also include a general description of the area, including the major roads which service the subdivision and the character of the subdivision. Finally, the narrative should describe any prior steps that the subdivision has taken to secure financing for this project and the status of such requests.
3. If available, a metes and bounds survey of the proposed district, which describes the boundaries of the area to be assessed. If this is not available,

a copy of the recorded plat from the Recorder of Deeds office will suffice, which the City will help obtain. If this is not available, an aerial of the proposed area should be provided, which the City is also able to assist in securing.

4. A list, by street address and mailing address, of all persons residing within the boundaries of the proposed district. Such list can be obtained from St. Louis County
5. A list, by street address, of all current owners of real property located within the boundaries of the proposed district. Such list can be obtained from St. Louis County.
6. A Preliminary Construction Estimate prepared and sealed by a Professional Engineer registered in the State of Missouri for the proposed construction project. The estimated cost should include all costs, including financing costs. It does not include interest on the general obligations bond. If this project is solely a removal and replacement of streets, sidewalks, and/or stormwater systems, the estimate can be provided by the City of Creve Coeur. Because NID projects are public works projects, they are subject to the prevailing wage statutes of the state of Missouri.
7. A petition, which at a minimum, includes the signatures of at least two-thirds of the qualified voters residing within the proposed district;

-OR-

A petition, which at a minimum, includes the signatures of at least two-thirds of the owners of real property located within the proposed district. St. Louis County can help obtain names and addresses of those eligible to sign the petition. A notice that names of signers may not be withdrawn later than seven days after petition is filed. The petition must be signed by all owners of record of a parcel of property for that parcel to be counted. Each owner or record of real property located in the proposed district is allowed one signature. Any person, corporation, or limited liability partnership owning more than one parcel of land located in such proposed district shall be allowed only one signature on the petition. In the case of property owned by a corporation or partnership, evidence of the authority of the person signing on behalf of such entity should be presented with the petition. An affidavit of the person or persons circulating the petition

should also be submitted with the petition.

8. A record of the current annual subdivision assessments, if any, the uses established for these assessments, a record of payments for each lot or property owner for the past three (3) years, number of years over which the assessments for the proposed improvement can be paid, and what proposed maintenance schedule, if applicable, will be established to ensure that once the improvements have been made that they can be adequately maintained.

One electronic copy and one bound copy of this Pre-Application should be submitted to the Director of Public Works as follows:

Director of Public Works
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141
jheines@crevecoeurmo.gov

After receipt, the Director of Public Works will cause a formal review of the pre-application by all appropriate City Staff and/or City consultants and will, following said review, forward those pre-applications considered to be complete to the City's Finance Committee.

Throughout the evaluation process, the City Staff and Finance Committee will be committed to reviewing and revising the proposal as necessary to help meet the needs of the subdivision and the City. To the extent that portions of the proposal are not sufficient to satisfy the requirements of the NID Act, the City will discuss potential revisions with the subdivision and attempt to reach agreement on any issues of concern.

After the review of the Pre-Application is completed, the Director of Public Works will complete a written evaluation of the proposed project. This evaluation will include a recommendation from the Finance Committee on whether to include the project in the Neighborhood Improvement District Program for the City. The evaluation will be submitted to the City Council for their action.

FORMAL APPLICATION

Once the Pre-Application review process is complete and the proposal is approved by the City Council it will be included in the NID program and the formal development of a NID Proposal will be started. Costs incurred during the pre-application and the formal application process are also reimbursable under the NID Act. The formal proposal should include all statutory requirements including, but not limited to:

1. The completion of a metes and bounds survey and the development of a NID project legal description and boundaries;
2. The compilation of bid documents suitable for publicly bidding the project, including plans and specifications. Once these are provided to the City the project will be publicly advertised with a bid opening administered by the City's Department of Public Works. Please note that the total project cost cannot exceed the estimated cost contained in the petition/election by more than 25%.
3. The completion and submission of a petition which complies with the statutory requirements of section 67.457 RSMO.

-OR-

The conduct of an election which complies with the statutory requirements of section 67.457 RSMO. Once submitted all information contained within the petition or election results will be reviewed and certified by the St. Louis County Board of Election Commissioners.

4. Street Ownership Transfer (if applicable): If the project involves improvements to a private street, an agreement to transfer ownership of the street to the City must be completed prior to the approval of the NID to ensure the project qualifies as a public improvement.
5. The development and certification of all costs associated with the project. This will include design and construction costs (developed through the formal bidding process detailed above); construction management costs; inspection and testing costs; the costs of issuance of the bonds or the financial agreement required to finance the project; all administrative costs incurred by the City of Creve Coeur; and any other allowable costs deemed necessary and appropriate for the successful operation of the NID. Costs may include a provision for the annual assessment of maintenance costs for the improvement in each year during the term of the bonds or financial agreement.

As with the Pre-Application, to the extent that the subdivision requires assistance with any of the elements of the formal application process, City staff is available to help.

The Formal Application shall be submitted with a deposit of \$5,000 to the Director of Public Works, who shall oversee a comprehensive review, including consultation with legal counsel and the Director of Finance. Once the Director of Public Works has confirmed the Formal Application adheres to City Policy and all statutory requirements, a Public Hearing shall be scheduled, published not more than 20 days and not less than 10 days before the hearing, and mailed to the owners of record or property within the district and shall also be sent to the Department of Revenue. The Public Hearing will generally be conducted in the City Council Chambers during a City Council meeting. During the Public Hearing anyone who wishes to speak about the project will be given the opportunity to do so. Subsequently, as part of the regular City Council meeting, the City Council will formally consider approval of the NID petition. If the NID is denied, no further action will be taken, any City costs will be deducted from the deposit, and the deposit will be returned. If the NID is approved, construction can commence in accordance with the bid documents and the direction of City Council, and the deposit will be applied toward the NID's total cost.

A Project Manager from the City's Department of Public Works will be assigned to administer the NID on behalf of the City of Creve Coeur. The Project Manager will coordinate with the designated NID contact to ensure all project requirements are met. At the end of the project the Project Manager will submit all project costs to the City's Director of Finance. The Director of Finance will review all project costs and oversee the issuance of bonds, or if bonds are not issued, draft a financial agreement. If bonds were issued, the Director of Finance will oversee collection from all members of the NID over a twenty-year period, unless a shorter period is requested by the NID and approved by the City. If a financial agreement was utilized instead of bonds, the Director of Finance will review all project costs and oversee the collections based on the financial agreement. The Director of Finance will mail notice of assessments and provide property owners the opportunity to pay up front.

The Director of Finance will submit the following information to the state auditor and the Department of Revenue: (1) a description of the boundaries and (2) the average assessment made against the real property within the district.

The Director of Finance must file certain information with the county recorder of deeds prior to levying special assessments or enforcing liens arising from special assessments. This information includes:

1. The names of the property owners within the NID at the time of recording.
2. The name of the governing body of the City establishing the NID and the title of any official or agency responsible for collecting or enforcing any special assessments.

3. The legal description of the NID boundaries.
4. The identifying number of the resolution or ordinance creating the NID.

Anyone requesting additional information about Neighborhood Improvement Districts shall contact the Director of Public Works.

DRAFT

Neighborhood Improvement District (NID) Financial Agreement

Parties: This Agreement is entered into by and between the City of Creve Coeur, Missouri ("City"), and the property owners of the Neighborhood Improvement District ("NID") located on _____ in Creve Coeur, Missouri on _____ (date).

Whereas, the City has agreed to finance a public improvement project within the NID with a total project cost of \$XX,XXX;

Whereas, the City will finance the project through City funds, and each property owner within the NID will be assessed a share of the project cost;

Whereas, each of the XX property owners will be subject to a special assessment, which will be added to their annual property tax bill by St. Louis County and remitted to the City to repay the debt incurred by the City to finance the project.

Terms:

1. Assessment Amount:

- The property owner's share at XXXXXXXX(address) of the total project cost is \$X,XXX.XX.

2. Payment Options:

○ Option A: 5-Year Payment Plan with Interest

- The City will charge a X.X% annual interest rate (Prime plus 100 basis points as of the agreement date, with a minimum of 6% and a maximum of 10%) on the unpaid balance.
- The property owner at XXXXXXXX(address) will make an annual payment of \$X,XXX.XX for 5 years.
- Payments will be made as part of the property owner's annual property tax bill.

○ Option B: Full Payment Without Interest

- The property owner may choose to pay their full assessment amount of \$X,XXX.XX upfront, avoiding any interest charges.

3. Failure to Pay:

- In the event of non-payment, the City reserves the right to impose penalties and interest on overdue amounts, as allowed by law.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: October 7, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Steve Berecz, City Engineer / Asst. Director of Public Works

SUBJECT: Ladue Road Improvement Project
Illuminated Street Signs at Signalized Intersections

The City maintains Ladue Road from just east of Emerson Road to just west of US-67/Lindbergh Blvd, a stretch of 2.1 miles. MoDOT maintains Ladue Road on both ends of the City-maintained section. Recently the City received a \$1.3 million STP grant for resurfacing Ladue Road. The design of the project is anticipated to occur in FY2025 and FY2026 and the construction of the project is anticipated in FY2027.

There are three City owned and maintained traffic signals within the project scope (the traffic signal at New Ballas and Ladue will be included in a future project, which is anticipated to be constructed one year after the Ladue project). The three signalized intersections are:

- Spoeede at Ladue – existing signal equipment is black powder coated and current project upgrades include video detection
- Graeser at Ladue – existing signal equipment is black powder coated and current project upgrades include video detection
- Mosley at Ladue – existing signal equipment is dated and current project upgrades include removal and replacement of traffic signals with new poles / mast arms, which will be black powder coated along with video detection

The project budget did not include any costs for installation of illuminated street signs at these three signalized intersections. This work is not federally reimbursable so 100% of the costs of illuminated street signs would be borne by the City.

Staff has reviewed the three locations and recommends City Council's consideration for installation of two-way illuminated street signs at the Graeser and Mosley intersections, with the illuminated signs being visible while travelling along Ladue Road. At the Spoeede intersection the recommendation is for illuminated street signs for all four directions.

The cost for each illuminated street sign is \$5,000. If the eight locations mentioned above are included in the project, the additional cost would be approximately \$40,000. The overall total project budget is about two million dollars.

