



**JOINT WORK SESSION MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL AND ENERGY &
ENVIRONMENT COMMITTEE
300 NORTH NEW BALLAS RD
FEBRUARY 10, 2025
6:00 PM**

CALL TO ORDER

ROLL CALL

DISCUSSION ITEMS

- 1. Approval of the January 24-25, 2025, City Council Special Work Session Minutes and the January 27, 2025, City Council Joint Work Session Minutes.**
- 2. Solid Waste Contract Extension**
Summary: Staff will review the details of the proposed contract extension for residential trash and recycling service. The city's current contract is due to expire on June 30, 2025. The Environment and Ecology Committee has been invited to participate in the Work Session..

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.



**SPECIAL WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
DIELMANN RECREATION CENTER
11400 OLDE CABIN ROAD
JANUARY 24, 2025
2:00 PM**

CALL TO ORDER

A special work session meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the East Meeting Room, 11400 Olde Cabin Rd, City of Creve Coeur Dielmann Recreation Center, Creve Coeur, MO 63141 on Friday, January 24, 2025, at 2:00 p.m.

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 2 Kimberly Norwood
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Joseph Martinich
Council Member, Ward 4 Scott Saunders

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, Director of Recreation Jason Valvero, Assistant City Administrator Sharon Stott, Chief of Police Jeffrey Hartman, and City Clerk Kellie Henke.

Also Present: Hilary Shine, Senior Vice President of Leadership Development at Strategic Government Resources (SGR).

STRATEGIC PLAN WORKSHOP DAY 1

Hilary Shine, Senior Vice President of Leadership Development at Strategic Government Resources (SGR), led the first day of the Strategic Plan Workshop. Through a series of exercises and group discussions, participants explored good governance principles, Creve Coeur's vision, mission, and values, and shared individual perspectives. The workshop also included a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis from both the City Council and Staff perspectives, culminating in the identification of key Strategic Priority Areas (see Exhibit A).

Council Member Martinich left the meeting at 3:40 p.m.



**SPECIAL WORK SESSION MEETING
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DIELMANN RECREATION CENTER
11400 OLDE CABIN ROAD
JANUARY 24, 2025
2:00 PM**

Strategic Plan Workshop Day 2 will be held on Saturday, January 25, 2025.

ADJOURNMENT

The meeting adjourned at 5:15 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

DRAFT

Creve Coeur City Council

Strategic Planning Retreat



Today's Agenda

Creve Coeur City Council Retreat
Day 1

- Good Governance
- Vision, Mission, Values
- Individual Perspectives



Good Governance

Good Governance Should:

- Consider all stakeholders
- Create community engagement
- Set the organization's priorities and goals
- Ensure the financial health of the organization
- Set expectations for efficient and effective management systems
- Enable delivery of quality projects and services
- Ensure access to quality services
- Hold the organization accountable for its promises

Good Governance Helps:

- Eliminate ambiguity
- Set standards and expectations
- Focus on common issues and not personal interests
- Speed the process and reduce time spent inefficiently
- Enhance the quality of decisions made
- Move the community into the future

Good Governance Leaders Are:

- External communicators
- Internal communicators
- Fiduciary overseers
- Policy developers
- Information system overseers
- Priority setters
- Strategic visionaries

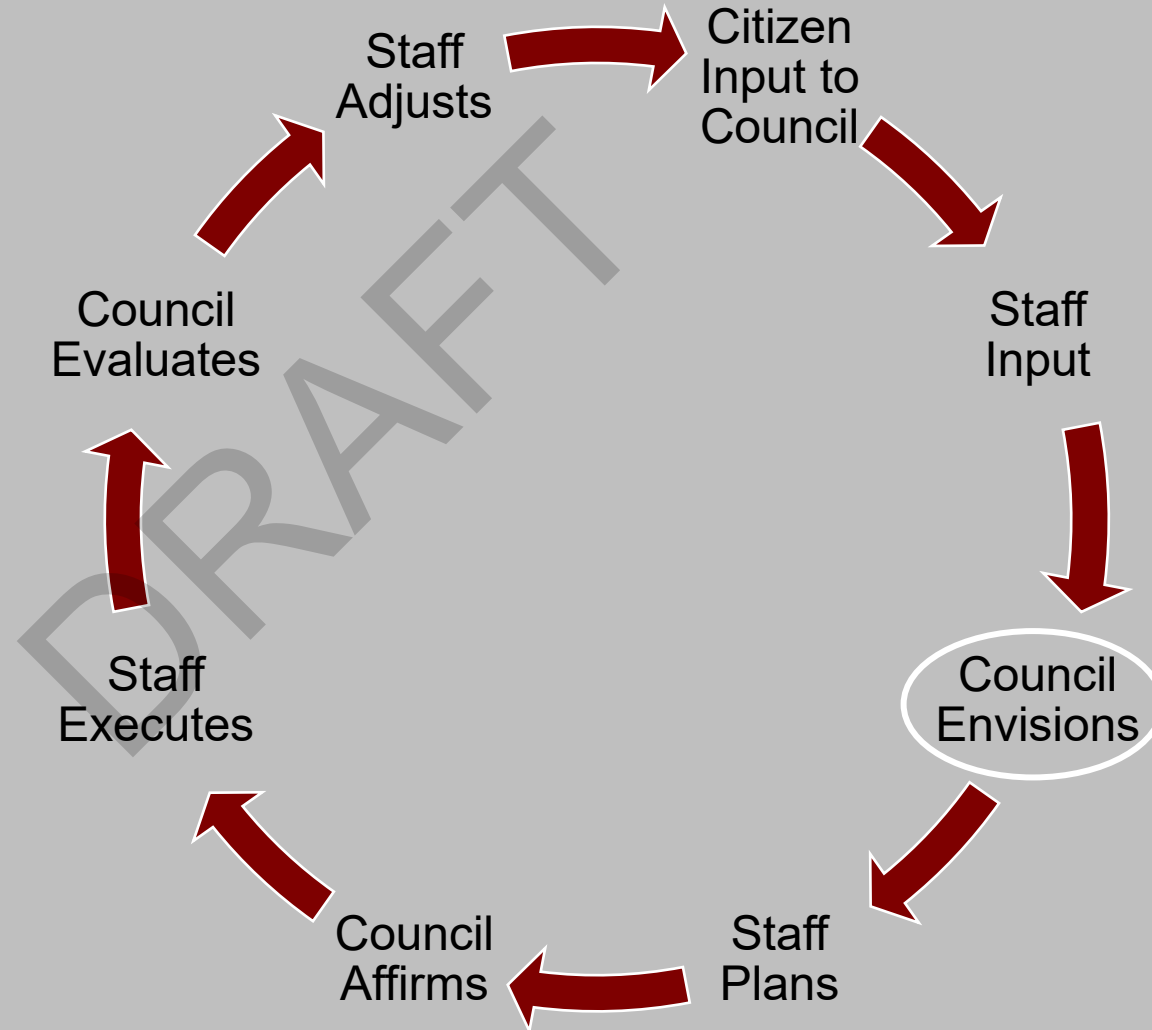
Good Governance Requires:

- Focusing on the future
- Understanding our roles
- Respecting each other
- Adopting and upholding policies and processes
- Thoughtful deliberation
- Teamwork
- Trust

Strategic Visioning Loop

Governance is a System

Council's vision is key to the governance system. Establishing and adopting that vision creates transparency, clarity and continuity.



Vision, Mission, Values

Vision: The Why

- Our collective aspiration
- Our motivation and inspiration
- Where we want to go
- Our guiding light
- The long-term goals by which today's decisions are based
- The organization's core message

Creve Coeur Vision

The City of Creve Coeur is a place for every part of life – living, working, learning, and playing. Creve Coeur is a vibrant, inclusive, and resilient community where

- ❖ Residential neighborhoods and diverse businesses thrive.
- ❖ Residents enjoy a strong civic life and come together to achieve common goals.
- ❖ Amenities are abundant and accessible to all.

Creve Coeur is a community of choice for residents and businesses and an example for other communities to follow.

Mission: The What

- Describes service(s) of the organization
- Defines responsibilities, capabilities
- Sets expectations
- Creates understanding
- Informs policy and resource decisions
- The organization's "elevator speech"

Creve Coeur Mission

The City of Creve Coeur serves its residents and businesses by providing superior municipal services and being a catalyst for community improvement locally and regionally.

Values: The How

- How we do our work
- How we make decisions
- How we care for people
- Our organizational culture
- Our non-negotiables

Creve Coeur Values

- **Insight:** We plan for the future with imagination and wisdom.
- **Creativity:** We seek originality and are not constrained by what has always been done.
- **Fairness:** We consider all points of view and make decisions equitably, based on what is in the long-term best interest of the community.
- **Inclusion:** We respect and value community members with diverse backgrounds, abilities, and beliefs.
- **Fiscal Responsibility:** We are good stewards of community resources.

Creve Coeur Values



- **Caring:** We listen and respond to community members' needs with compassion and empathy.
- **Commitment:** We use our abilities and resources to do what is best for our community.
- **Practical and Straightforward:** We pursue the simplest, but most effective solutions, policies and practices for our community.
- **Forward Thinking:** While mindful of our current needs, we work to anticipate the future needs of Creve Coeur's residents and businesses and plan accordingly.

Creve Coeur Values

- **Insight**
- **Creativity**
- **Fairness**
- **Inclusion**
- **Fiscal Responsibility**
- **Caring**
- **Commitment**
- **Practical and Straightforward**
- **Forward Thinking**

Break

Individual Perspectives

Why am I on City Council?

- I was asked (or was talked into it 😊)
- To have influence on the governing process
- A specific issue concerned me
- Served on committees and took natural next step
- Civic duty, called to serve
- Great way to volunteer in the community

How are City Council dynamics?

- Strong team dynamic
- Members listen to each other and staff
- Members are committed
- Council puts the city's interests first, want to help the community
- Members listen, discuss, work hard and seek consensus
- New members felt welcomed

How are City Council and Staff dynamics?

- Staff is the best, great, outstanding, terrific, phenomenal
- Staff works well as a team
- Staff listens and is responsive to Council and citizen requests
- Staff keeps Council informed and provides good information on issues
- Staff is very open with Council
- There is a good organizational culture
- Mark is great at diffusing situations
- Council becoming concerned about succession planning
- Few areas for improvement

How are Staff and City Council dynamics?

- Work well together
- Mutual respect
- Good communication
- Trust
- Shared goals

DRAFT

SWOT Analysis

Council-Identified Strengths

- Committed Council and Staff
- High quality Government and Staff
- City listens, is open and responsive
- City provides information to public
- Involved citizens
- Fiscally responsible
- Quality services
- Safe community
- Great Police
- Solid Waste services
- Location
- Desirable community
- Beautiful homes and neighborhoods
- Great parks
- Proximity to hospitals
- Intelligent residents
- High income area
- Great schools
- University
- Retail offerings

Staff-Identified Strengths

- Dedicated, experienced Staff*
- Dedicated, professional Council*
- Professional, engaged, supportive management*
- Fiscally responsible*
- Act in the best interest of citizens
- Community support
- Confidence in government
- Meeting resident expectations
- Public safety*
- Newer PD facility
- Good development policies
- Regional partnerships
- Competitive pay and benefits
- Education, engagement efforts*
- Olive Blvd. economic diversity
- CIP funds for Parks, Stormwater

Council-Identified Weaknesses

- Economic development
- Loss of retail
- Vacant office space
- Past perceptions of developers
- Some resistance to change
- Traffic
- Walkability (sidewalks, connections)
- Lack of lighting
- Environmental concerns
- City lacks uniqueness
- Diversity could be greater
- Staff transition

Staff-Identified Weaknesses

- Limited growth area
- High expectations stressing resources
- Old City Hall (aging facilities)
- Diversity in housing stock
- Lack of trails, connections*
- Lack of Use Tax
- Lack of committee engagement
- Lack of legislative champion
- Difficulties in recruiting

Council-Identified Opportunities

- Redevelopment
- Attractiveness to businesses
- Olia Village (other Bayer property)
- 39 North (cultivating Ag market)
- Graeser and Olive
- Medical growth
- Danforth Center
- Benson Hill
- Lake School Park
- Additional revenue sources
- Modernizing
- Being more proactive
- Improving environment
- Establishing a unique identity
- Telling our story
- Universities
- Assisting elderly more
- Recycling transparency

Staff-Identified Opportunities

- New businesses*
- Olia Village (other Bayer property)*
- Office vacancies around 39 North
- Medical growth*
- Additional revenue sources (Use Tax)*
- Municipal League involvement
- Environmental efforts*
- Coordination of facility, street repairs
- New City Hall
- Staff training, development
- Staff retention
- Evaluate leaf/limb resource use

Council-Identified Threats

- Legislature
- Better Together
- Grocery tax abolition
- Economic downturn
- Total loss of Bayer
- Work from home leaving vacancies
- Loss of competitiveness
- Political division
- Resident apathy
- Not keeping residents informed
- Airport
- Crime from St. Louis

Staff-Identified Threats

- Legislature*
- Better Together*
- Loss of revenue*
- Economic dependence on large developments
- Staff turnover (retirements)
- Work from home leaving vacancies
- Loss of employee competitiveness
- Loss of long-term vision, goals
- Civil unrest
- Natural disaster
- Cyber attacks

Community Survey Highlights

Great

- Place to live
- Place to raise children
- Place to work
- Moving in the right direction
- Quality of City services
- Quality of life
- Value for tax dollars
- Parks, recreation
- Police, response, prevention
- Communication
- Customer service
- Street cleanliness

Good

- Environmental efforts
- Police visibility
- Traffic enforcement
- Street maintenance
- Sidewalk condition
- Public involvement

Could be Better

- Enforcement of codes
- Inspections/permits
- Municipal Court
- Street lighting
- Social media

Council-Identified Areas of Focus

- Economic/business development
- Redevelopment (blight, vacancies, new uses)
- Maintaining/improving services
- Master Planning
- Connections (sidewalks, trails, parks)
- Public Safety
- Infrastructure (stormwater)
- Facilities (government center, park facilities)
- Finances
- Environment
- Protecting property value

Staff-Identified Areas of Focus

- Olia Village
- East Bayer property
- Revenue (Use Tax)*
- Maintaining excellent services*
- Legislative efforts
- Improving efficiency, productivity
- Cross-training
- Maximizing use of software
- Long-range planning*
- Setting measurable goals
- Replacing government center*
- Investing in infrastructure*

Citizen Priorities

1. Police Services
2. Maintenance of Parks
3. Enforcement of codes, ords
4. Quality of recreation services
5. Building inspections, permits
6. City communication
7. Customer service
8. Leaf and limb removal
9. Municipal Court services

Strategic Priority Areas

Economic Development*

Maintaining/
Improving
Services**

Master
Planning*

Connections

Public Safety*

Infrastructure*

Facilities*

Finances*

Environment

Property Value

Current Creve Coeur Goals

- **Goal 1:** Invest in city services to make them effective and efficient.
- **Goal 2:** Invest in infrastructure and facilities to support the local economy and quality of life.
- **Goal 3:** Promote safety and wellbeing of the community.
- **Goal 4:** Actively engage Creve Coeur residents and seek input from diverse perspectives.
- **Goal 5:** Encourage high quality development in order to strengthen and diversify the economy and provide additional services and amenities to residents.

Tomorrow's Agenda

- Review today's work
 - Revisit Vision, Mission, Values
- Establish Goal Areas
- Discuss Goal Strategies
- Provide direction for Staff

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Adjournment



**SPECIAL WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
DIELMANN RECREATION CENTER
11400 OLDE CABIN ROAD
JANUARY 25, 2025
8:30 AM**

CALL TO ORDER

A special work session meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the East Meeting Room, 11400 Olde Cabin Rd, City of Creve Coeur Dielmann Recreation Center, Creve Coeur, MO 63141 on Saturday, January 25, 2025, at 8:35 a.m.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Tim Carney
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Also Present: Hilary Shine, Senior Vice President of Leadership Development at Strategic Government Resources (SGR).

STRATEGIC PLAN WORKSHOP DAY 2

Hilary Shine, Senior Vice President of Leadership Development at Strategic Government Resources (SGR), led the second day of the Strategic Plan Workshop through various exercises and group discussions. The session focused on developing a new vision, mission, and values for Creve Coeur. The Council also reviewed the city's current goals, evaluating whether adjustments were needed to align with the newly identified Strategic Priority Areas. The workshop then shifted to creating Specific, Measurable, Achievable, Relevant, and Time-bound (SMART) strategies for each newly established goal. As a next step, staff will participate in a strategic planning workshop to begin drafting a work plan based on the City Council's updated goals (see Exhibit A).



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8:30 AM**

ADJOURNMENT

The meeting adjourned at 1:05 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

DRAFT

Today's Agenda

Creve Coeur City Council Retreat
Day 2

- Day 1 Review
- Goal-Setting
- Strategy Development
- Next Steps



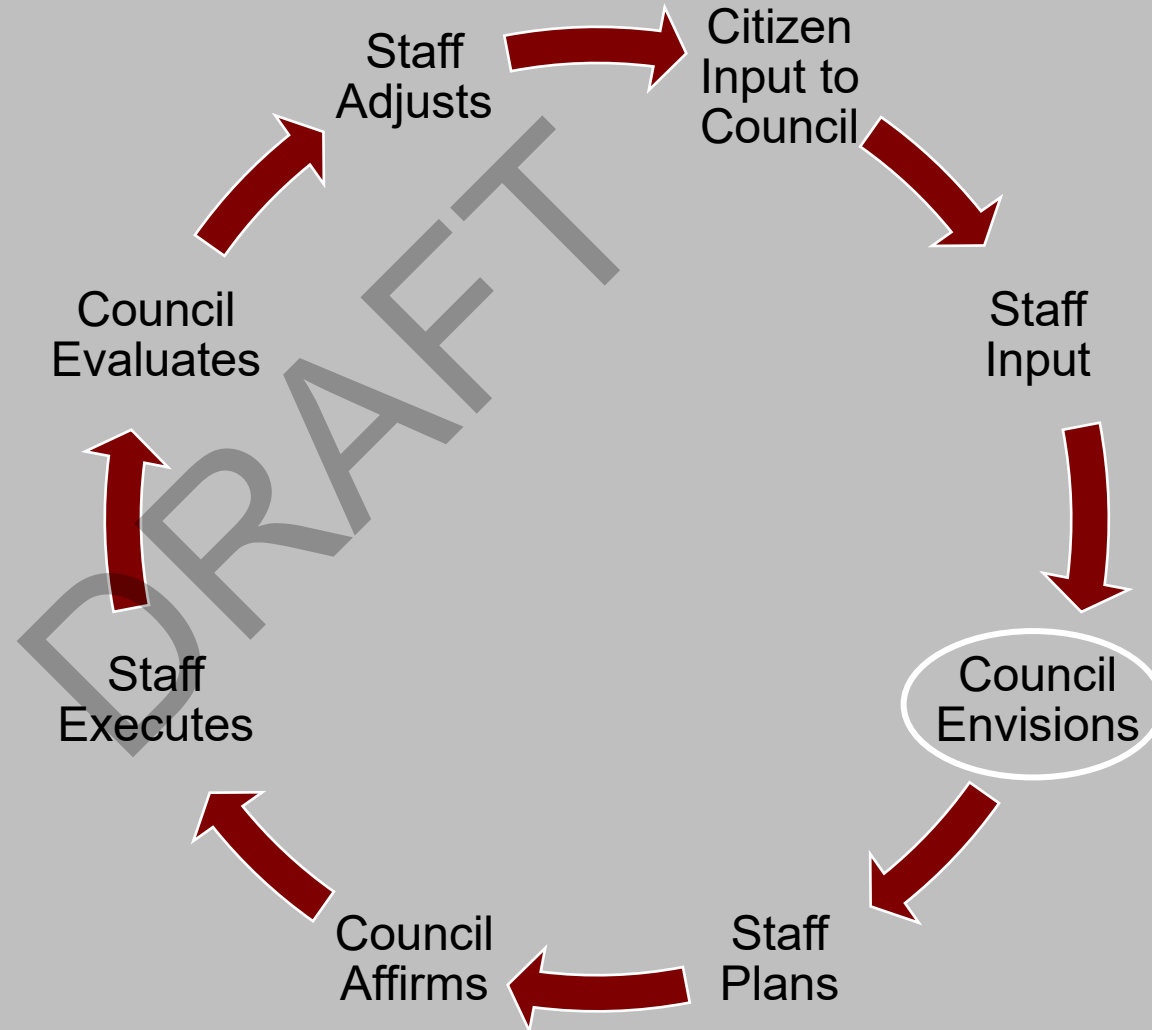
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- **Caring**
- **Commitment**
- **Practical and Straightforward**
- **Forward Thinking**

Goal-Setting

Good Strategic Goals

- Support the Vision, Mission and Values
- Future focused
- Tied to community's desires
- Broad but specific and easily understood
- Move in a specified direction
- Indicators of success
- Part of the organizational culture

Current Creve Coeur Goals

- **Goal 1:** Invest in city services to make them effective and efficient.
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Strategic Priority Areas

Economic Development*

Maintaining/
Improving
Services**

Master
Planning*

Connections

Public Safety*

Infrastructure*

Facilities*

Finances*

Environment

Property Value

Break

Strategy Development

SMART Strategies

- **S**pecific
- **M**easurable
- **A**chievable
- **R**elevant
- **T**ime-bound

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Creating Strategies (example)

Specifying Expectations

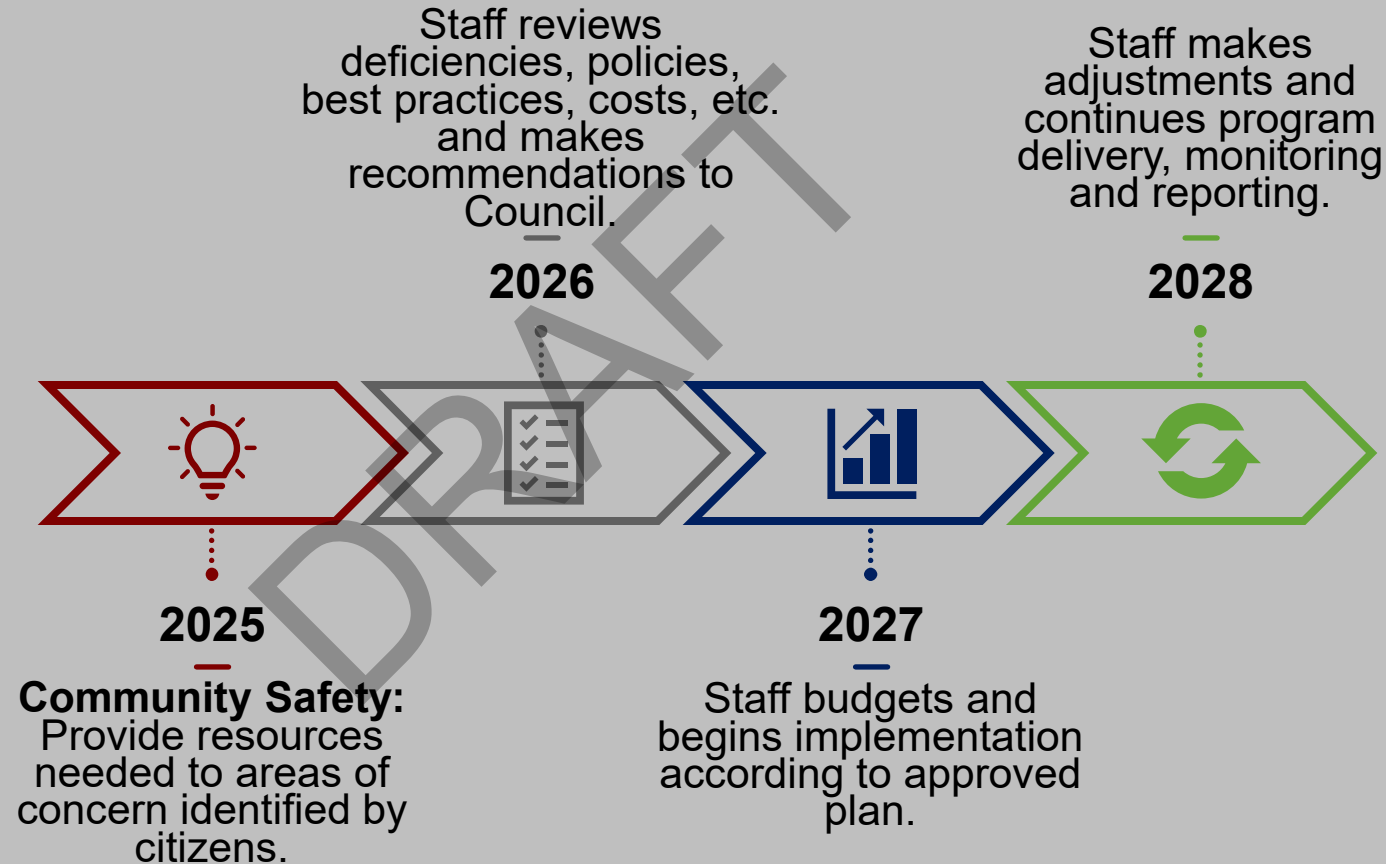
Some strategies can be accomplished quickly while others may take multiple years. Clearly stating and prioritizing expectations guides staff, minimizes confusion and often maximizes efficiency.



Council Vision Leads to Staff Action

Strategic Planning

Council creates the Strategic Vision. Staff creates the Strategic Plan. It is staff's responsibility to translate Council's Vision and Goals into actionable and measurable steps toward a sustainable solution.



Strategy Development Break-Outs

Strategy Discussion

Goal 1:

- Strategy 1:
- Strategy 2:
- Strategy 3:
- Strategy 4:

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Goal 2:

- Strategy 1:
- Strategy 2:
- Strategy 3:
- Strategy 4:

DRAFT

Goal 3:

- Strategy 1:
- Strategy 2:
- Strategy 3:
- Strategy 4:

DRAFT

Goal 4:

- Strategy 1:
- Strategy 2:
- Strategy 3:
- Strategy 4:

DRAFT

Goal 5:

- Strategy 1:
- Strategy 2:
- Strategy 3:
- Strategy 4:

DRAFT

Vision, Mission, Values

Vision:

Mission:

Values:

Next Steps

Short-term

- Staff will begin drafting a work plan based on City Council guidance
- Council will reconvene to review, revise, affirm Staff's work to support Goals

Longer-term

- Council should officially adopt the Strategic Goals with timeline for review and affirmation
- Official actions, such as budget preparation, should reference Strategic Goals
- Regular reporting expectations should be set and reports delivered



**JOINT WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL AND PARKS &
HISTORIC PRESERVATION
COMMITTEE
300 NORTH NEW BALLAS RD
JANUARY 27, 2025
6:00 PM**

CALL TO ORDER

A joint work session meeting of the City Council and the Parks and Historic Preservation Committee 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, January 27, 2025, at 6:00 p.m.

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 2 Kimberly Norwood
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Joseph Martinich
Council Member, Ward 4 Scott Saunders

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley (via Zoom), 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 Berecz, Director of Recreation Jason Valvero, Chief of Police Jeffrey Hartman (arrived at 6:39 p.m.), and City Clerk Kellie Henke.

Parks and Historic Preservation Committee Members Present: Chair Nanci Allen (via Zoom), Vice Chair Ralph Merola, Richard Darrow (via Zoom), Joel Goldberg, Joseph Harrison, Matthew Rizzo, and Heather Silverman (via Zoom).

DISCUSSION ITEMS

1. Lake School House

Director of Recreation Jason Valvero provided an overview of the events leading to the current discussion on the Lake School House in Lake School Park (see Exhibit A). He reviewed the building's condition, highlighting areas in good shape and others requiring repairs. Initially approved by the Council for demolition, the project was paused to address public comments and concerns, reassess repair costs, explore potential partnerships, consider programming options, and gather additional public input.



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Mr. Valvero stated that a 2023 structural evaluation confirmed the building's integrity but identified necessary repairs for public access. These include installing gutters, replacing doors and windows, reconstructing the front porch, and ensuring ADA compliance. Since the original bid, two additional bids have been received, with updated construction estimates now ranging between \$217,000 and \$350,000.

He also outlined potential programming for Lake School, including public open houses, educational and cultural heritage events, and guest speaker presentations. Staff reached out to local schools regarding potential use, receiving mixed responses. Parkway School District declined due to size constraints, while discussions with other schools remain ongoing.

Ralph Merola, Vice Chair of the Parks and Historic Preservation Committee (PHP), questioned the benefits of preserving the building for the City, who would utilize it, and expressed concerns about who would be responsible for managing programming events.

Council Member Martinich shared these same concerns, and stated that a collection of historic homes, such as Faust Park, may provide more value to visitors than a single house in a park with limited programming and parking.

Mayor Hoffman stated that the decision should focus on determining what would benefit the city more, such as installing a new playground in the park or restoring the schoolhouse.

Council Member Spence expressed concern about who would utilize Lake School and emphasized the need for a commitment to community fundraising. She also highlighted the importance of preserving the memorabilia. Mr. Merola stated some members of the PHP Committee recommended using the funds from the sale of Fountain Park to finance repairs.

Joe Harrison, a member of the PHP Committee, asked whether staff would be able to handle the opening and closing of Lake School for requested tours. City Administrator Mark Perkins responded that the primary support for the house and tours would likely come from docents, as staff availability is limited.



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Council Member Hoffman asked what had changed since the PHP Committee's original recommendation to demolish the building. Mr. Merola stated that while the initial decision was unanimous, recent public input and concerns have led some committee members to reevaluate their original decision.

Mr. Harrison expressed disappointment over the lack of maintenance the Lake School has received over the years. Mr. Perkins acknowledged that funding for updates to the building had been minimal in the past, due to the lack of dedicated funding for parks until 2020. Since the adoption of the parks and stormwater sales tax in 2020, Lake School House has had to compete with several major park and stormwater projects.

Council Member Carney stated that funding the Lake School restoration could delay park renovations and further postpone future stormwater projects.

Laura Dierberg Ayers spoke in opposition to the demolition, referencing the 2019 Creve Coeur Parks and Recreation Plan, which was accepted by the City Council, that included provisions for funding the schoolhouse renovation. Additionally, she noted that Proposition C specifically mentions Lake School and includes plans for interpretive and educational elements related to the site.

Council Member Spence asked Ms. Dierberg Ayers whether community fundraising or a resident cost-share with the City would be feasible. Ms. Dierberg Ayers responded that while the feasibility is uncertain, there are multiple grants available for renovations.

Council Member Newman expressed support for preserving Lake School, suggesting that the City should provide maintenance contingent upon community support for staffing and continued programming.

Council Member Norwood expressed support for preserving Lake School, noting that people currently do not visit the site due to its uninviting appearance, lack of signage indicating hours of operation, and needed maintenance.

Nanci Allen, Chair of the PHP Committee, spoke in favor of preserving Lake School House, expressing confidence that there are many volunteers willing to support the building and continue programming.

Mayor Hoffman stated that the City Council will visit Lake School before making a final decision.



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Mr. Perkins confirmed that the next steps include the Council visiting the house and revisiting the matter as a discussion item at an upcoming meeting in the next few weeks.

Mr. Valvero highlighted the PHP Committee's 2025 park priorities, including the Venable Park Master Plan Renovation and Memorial Artwork Installation, with an anticipated re-opening in October of this year. Other priorities include the design of the Lake School Park Master Plan, year-round restrooms at Lake School Park, and Millennium Park Phase Two, which involves the design of a nature trail and subdivision connection.

Council Member Carney asked if there are plans for the installation of a new playground at Malcolm Terrace. Mr. Valvero responded that the current playground is in good condition and does not require updating at this time.

Heather Silverman, a member of the PHP Committee, emphasized that volunteers today are different from those in the past, and this needs to be taken into consideration. She suggested that volunteer management should be assessed for reliability and that the City should explore options that would be more beneficial overall.

ADJOURNMENT

The meeting adjourned at 6:53 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

LAKE SCHOOL HOUSE & OTHER PARK PROJECTS

JOINT WORK SESSION

CITY COUNCIL AND PARKS & HISTORIC PRESERVATION COMMITTEE

JANUARY 27, 2025

LAKE SCHOOL HOUSE

Lake School House was donated to the City of Creve Coeur in 1967.

When the house was moved to its current site, it was moored on concrete columns.



INTERIOR LOOKING IN

Despite the building's exterior issues, the interior is still a wonderful example of a one room schoolhouse of the late 19th to early 20th century.



FRONT VIEW

The exterior is in need of extensive repair to preserve the building.



EXTERIOR VIEW

Wood damage is very evident around the entire school.



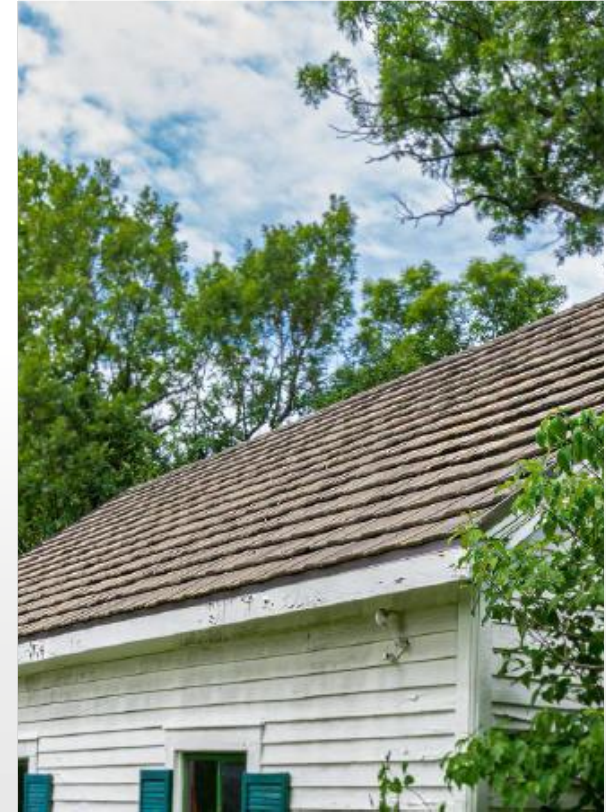
EXTERIOR VIEW

In order to preserve the building, it will need to have its paint scraped away and new paint applied. The paint does contain lead and will have to be environmentally removed.



ROOF

The metal coated roof is in good shape. Approximately 7 years old.



REAR OF BUILDING

Steps are not required by code, but is recommended for the door on the right leading out of the room.

The door on the lower left gives access to the crawl space beneath the building.



WHERE ARE WE NOW?

- City Council requested a pause
- Secured three cost estimates for repairs
- Researched potential partners to visit the school
- PHP discussed potential programming
- Received public input

BLAES ARCHITECTS EVALUATION - REPAIRS

- General scope of work required:
 - Installation of gutters
 - New doors, windows and shutters
 - Replacement of all exterior trim work
 - Reconstruction of the failed front porch
 - Minimal structural repairs
 - New set of steps to the back door
 - Divert water from undermining front
 - Installation of an ADA-compliant sidewalk

REPAIR COST ESTIMATES

- Blaes Architects: \$257,485
- Pinnacle Construction: \$216,635
- United Construction: \$310,000 - \$350,000

SCHOOL HOUSE PROGRAMMING

- Public open houses for tour
- Educational programs
- Cultural heritage events
- Guest speaker events

PARKS & HISTORIC PRESERVATION COMMITTEE

- Recommendation #1
 - Perform an evaluation (July 2022)
 - Obtain scope of repairs and cost
- Recommendation #2
 - Remove or donate (August 2023)
 - High cost, no programming, other needs
- Recommendation #3
 - Keep and repair the school house (January 2025)
 - Create programming plan

NEXT STEPS?

- Discussion with PHP members
- Move forward with contract to remove house
- Continue pause for additional information

PHP PARK PRIORITIES

- Venable Park Master Plan Renovation Project
- Dr.Venable Memorial Artwork Installation
- Design of Lake School Park Master Plan
- Year-Round Restrooms at Lake School Park
- Millennium Park Phase Two – Design of Nature Trail and Subdivision Connection



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 4, 2025

TO: Mayor and City Council

FROM: Mark Perkins, City Administrator
Jim Heines, Director of Public works

SUBJECT: Solid Waste Services Contract

Solid Waste Contract History and Proposal Overview

Republic Services and its predecessors has provided residential solid waste collection services for the City of Creve Coeur for several decades. The City's current contract expires on June 30, 2025 following a five-year extension of a contract which begin on July 1, 2015.

Resident satisfaction with the City's trash and recycling program has been consistently strong over the years. To gauge satisfaction with a wide range of city services, the City of Creve Coeur conducts a triennial citizen survey through a third-party firm, ETC Institute. The City's most recent survey was conducted in September 2024, when 96% of residents stated that they were either satisfied or very satisfied with the city's trash and recycling service. Retaining this level of high quality of service is a priority for the City with regard to all services including trash and recycling.

In mid-2024, city staff contacted several haulers to gain an understanding of current market conditions and available resources, as well as to gauge interest serving Creve Coeur. As a result of this research, it was clear that the number of qualified haulers who were capable of providing the high level of service required was extremely limited.

Based on the market conditions and high level of satisfaction with the current service, it was determined that negotiating a contract extension with Republic Services was the best course of action. At the City's request, Republic Services submitted a cost proposal for a five-year contract extension in early October. Negotiations between the city and Republic Services continued into early January, resulting in a tentative agreement, subject to City Council approval.

Current and Proposed Costs

As provided in the proposed contract extension, all single-family households and condominiums will continue to see once weekly trash and recycling service. The table below compares the current costs and those proposed by Republic Waste:

<u>Service</u>	<u>Current</u>	<u>Proposed</u>
1x Weekly Curbside Trash/Recycle	\$839,364	\$1,057,212
Condominium Dumpsters	\$22,278	\$59,328
Total Annual Cost	\$861,642	\$1,116,540

The proposed agreement results in a unit cost increase from \$14.25 to \$17.55 per month, or 23%. This new rate remains below the St. Louis industry average for residential contracts executed over the last two years, which range from \$20.41 for extensions to \$22.76 for competitive bids.

In addition, an updated inventory of single-family homes and condominium dumpsters results in an additional increase in cost, for a total overall annual cost increase to the city of \$254,898.

The proposed contract includes a fixed 5% annual increase in years 2 through 5. This annual increase is consistent with recent contract extensions among other cities in the St. Louis metro area, which have ranged from 5% to 6%.

Service Changes

The contract includes certain changes to reduce costs by eliminating inefficient services. These changes are as follows:

- **Additional Weekly Trash/Recycle Pickups**
Currently, a small number of residents pay for second and third pickups per week. Under the new agreement, this option will be discontinued. Instead, residents may request an additional trash/recycle toter for \$11.67 per month, with collection occurring on their weekly trash day. The cost of additional toters will be the responsibility of the property owner.
- **Yard Waste Bag and Tag Program**
The current Bag and Tag yard waste program requires the hauler to travel all city streets each week despite the fact that only a small number of bags and tags are placed at the curb for pick up. This process is highly labor and capital intensive, as well as resulting in safety concerns associated with manual bag handling. As provided in the proposed contract extension, bags and tags will no longer be

offered but residents will continue to have the option of subscribing to Unlimited Yard Waste Service for \$12.51 per month. This service includes a yard waste toter, billed quarterly, and allows for the flexibility of suspending service on a quarterly basis if desired.

Residents will continue to have the option of subscribing to 'valet' trash pick up (rear yard), for an additional fee billed to the resident. This amount is increasing from \$17.64 to \$30.02 under the proposed agreement. Despite the substantial increase, the proposed price is below the estimated market value of \$50 per month.

City Council Review

We look forward to further discussing the proposed trash and recycling contract in more detail at the Monday, February 10 City Council Work Session. We have tentatively scheduled this matter for formal consideration by the City Council at its February 24 meeting.

Solid Waste Proposal & Monthly Price Comparison

	Current Contract	Monthly Price	FY 2026-2030 Extension	Monthly Price
Five-year Term: 7/1/2025 - 6/30/2030				
Basic Service				
Trash Residential: 1x/week curbside collection, cart only, choice of can size:95G-65G-48G	X	\$ 14.25	X	\$ 17.55
Trash Condominiums: 1x/week cart or dumpster		\$ 1,856.54		\$ 4,944.00
Recycle Residential: 1x/week, curbside collection, cart only,choice of cart size 95G-65G-48G	X	Included	X	Included
Recycle Condominiums: 1x/week, cart or dumpster	X	Included	X	Included
Bulk Residential: curbside collection, 2 items included no charge, property owner must shcedule	X	Included	X	Included
Bulk Condominium: If it doesn't fit into the dumpster, Property Manager can schedule up to 2 items per week no chargeand place outside of dumpster enclosure	X	Included	X	Included
Optional Services, Residential Trash				
2x/week curbside trash collection for a fee	X	\$ 17.64		Not Available
1x/week backdoor trash collection for a fee	X	\$ 17.65	X	\$ 30.02
2x/week backdoor trash collection for a fee	X	\$ 52.91		Not Available
Optional Service Residential Cart: Additional trash and recycle carts, for a fee	X	\$ 5.88	X	\$ 11.67
Optional Service: Trash and Recycle cart exchanges				
Damaged by hauler and/or normal wear & tear at no cost	X	No Cost	X	No Cost
Damaged by resident and/or cart size change for a fee	X	\$ 15.00	X	\$ 15.00
Optional Service Residential Bulk: Additional weekly curbside bulk collection for a fee	X	\$ 25.00	X	\$ 30.00
Optional Service: Monthly appliance collection for a fee	X	\$ 25.00	X	\$ 50.00
			X	
Optional Services, Residential Yard Waste				
Yard Waste: Subscription program: 1x/week curbside collection, one 95G cart included at no charge, contents unlimited as long as contained in an acceptable container. 3-month enrollment commitment. Christmas trees collected at no charge.	X	\$ 10.60	X	\$ 12.51
Yard Waste: Sticker program: 1x/week curbside collection. Hauler provides stickers to City/outlet. Residents wanting to dispose of Yard Waste must purchase the sticker from the Cty/outlet and place one sticker onto each container for collection. Contents unlimited if material is stickered and placed curbside into acceptable containers. Christmas trees must be tagged for collection.	X	\$ 3.55		Not Available
Yard Waste: Tagged bag program: 1x/week curbside collection. Hauler provides tagged bags to City/outlets. Residents wanting to dispose of yardwaste must purchase tagged bags from the City/outlet and placed curbside for collection. Christmas trees not included with tagged bag program because the trees don't fit into the bags.	X	\$ 5.90		Not Available
Invoicing				
City reserves the right totansfer all or a portion of the rates for service to the individual Customers and/or Condominium property manager			X	
Single family dwellings invoiced quarterly by Hauler for optional services	X		X	
City invoiced monthly by Hauler for condominium's first weekly collection, per material stream	X		X	
Condominium invoiced monthly by Hauler for condominium's two or more weekly collection, per material stream	X		X	
Diversion Rewards	X	\$ 5,000.00		
Annual Financial Contribution for Recycling Rewards			X	\$ 2,000.00

Negeotiated Solid Waste Proposal Comparison

1/30/2025

Single Family Trash/Recycle at Curb (5020 homes)

Current Contract Pricing - Based on 4913 single-family homes

CPI 4% Cap	\$	14.25
Annual Cost	\$	840,123.00
Annual Dumpster	\$	22,278.48
Total Annual Cost	\$	862,401.48

Republic Services Final Proposal- Based on 5020 single-family homes

API	Unit Rate	Year 2	Year 3	Year 4	Year 5	Total Contract Cost
5.000%	\$ 17.55	\$ 18.43	\$ 19.35	\$ 20.32	\$ 21.33	
Annual Cost	\$ 1,057,212.00	\$ 1,110,072.60	\$ 1,165,576.23	\$ 1,223,855.04	\$ 1,285,047.79	
Annual Dumpsters	\$ 59,328.00	\$ 62,294.40	\$ 65,409.12	\$ 68,679.58	\$ 72,113.55	
Total Annual Cost	\$ 1,116,540.00	\$ 1,172,367.00	\$ 1,230,985.35	\$ 1,292,534.62	\$ 1,357,161.35	\$ 6,169,588.32

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Amended and Restated Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the City of Creve Coeur, Missouri (“**City**”), and Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company qualified to do and actually doing business in the State of Missouri (“**Company**”).

RECITALS

WHEREAS Company currently provides Services to the City and the City has requested that Company continue to provide such Services as more fully set forth below;

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

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

TERMS AND CONDITIONS

1. **Sole and Exclusive Franchise.** Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal of recycling and of all conforming Waste Material (as defined in Exhibits A and B) for the following types of locations (“**Location Types**”)(as defined in Exhibits A and D) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

 X Residential Units Large Commercial Units

 X Small Commercial Units, for condominiums only Industrial Permanent Units

 X Municipal Facilities Industrial Temporary Units

2. **Newly Developed Areas.** If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. **Scope of Services.** Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services as an independent contractor. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto. Notwithstanding the foregoing, Company reserves the right to suspend Services to any Customer/Condominium who in Company’s sole discretion creates an unsafe environment for Company personnel.

4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers/Condominiums to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all its available services to the Customers/Condominiums located within the City, whether included in the scope of this Agreement or not.
5. Exhibits. All Exhibits attached to this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A	Specifications for Municipal Solid Waste Services
Exhibit A-1	Municipal Solid Waste Pricing Invoiced to City
Exhibit A-2	Optional Services Invoiced to Customer/Condominium property manager
Exhibit A-3	Pricing Grid for Condominium Containers
Exhibit B	Specifications & Pricing for Recycling Services
Exhibit C	Bulk Guidelines
Exhibit D	Municipal Facility Services
Exhibit E	Non-collusion Affidavit
Exhibit F	Alien Registration, Compliance and Enforcement
Exhibit G	E-verify Affidavit

6. Term. This Agreement begins on July 1, 2025, and expires on June 30, 2030. The Term can be extended at the mutual agreement of the Parties.
7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1, A-2 and A-3, subject to the rate adjustments and additional fees and costs as set forth herein. One hundred and twenty (120) days prior to June 30 of each contract year, City reserves the right to transfer all or a portion of the rates for the Services to the individual Customer and/or Condominium property manager. City is responsible for providing notice to all effected parties regarding the modification of payment responsibility. Those parties include the Customers, Condominium property manager, and the Company. Company will invoice the Customer or Condominium property manager pursuant to the terms of the Agreement, for the balance due for the Services provided.
- 7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement as shown in Exhibit A-1, A-2 and A-3.
- 7.3 Change in Law Adjustments. Company may, upon the approval of the City Council, which will not be unreasonably withheld, conditioned, or delayed, increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling

company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than gasoline, income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs (other than known future gas tax increases already established by law); and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments, if approved, shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

- 8.1 Invoicing the City. Unless and until City exercises transfer rights as stated above, City will pay charges for once per week curbside collection of solid waste and recycle material from Customers. Unless and until City exercises transfer rights as stated above, City will pay charges for once per week collection of solid waste and recycle material from the Condominiums included in the Agreement. Monthly invoices will be sent to the City, per Exhibit A-1. Condominiums included in the contract and priced out in Exhibit A-1 are as follows: Briar Cliff 1&2, Carriage House Manor, Golfview on the Greens, Coeur de Royale, Old Ballas Condos, Saratoga, Somerfor, Summit Lofts, Villas at Golfview, and Woodbridge. If additional condominiums are added, unit pricing on Exhibit A-3 shall determine additional monthly costs. .
- 8.2 Invoicing the Customer and Condominium property manager. Company shall invoice each individual Customer, on a quarterly basis, for optional services rendered, as outlined in Exhibit A-2. Company shall invoice each Condominium property manager monthly for additional collections/optional services rendered under this Agreement, as outlined in Exhibit A-2 and A-3. Customer and Condominium property manager shall pay Company's invoices for services rendered.
- 8.3 Payment. The City and Customer and Condominium property manager shall pay each of Company's invoices without offset within thirty (30) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City and/or Customer/Condominium property manager withhold payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid. City shall have no liability regarding invoices to Customers and/or Condominiums. If the City feels that an invoice contains payment for services that were not provided, City can dispute the amount by providing notice of the dispute along with their basis for disputing the amount to the Company. City and Company will meet in good faith to determine if the services have been provided. If the Services have not been provided, Company will add a credit for the amount to the next invoice to the City.
- 8.4 Service Suspension.
- 8.4.1 Unpaid Invoices. If any amount due to Company from the City or an individual Customer or Condominium property manager is not paid within sixty (60) days after the date of Company's invoice, Company may suspend the involved Services to the nonpaying person or entity until outstanding balance is paid in full. If Company suspends Service, a service interruption fee of \$ 35.00 per account _____ will be applied to the involved account (this fee will increase by 5% each contract year).

8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer or Condominium for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.

8.5 Audit of Company Records. The City may request and on such request shall be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City or Customer/Condominium property manager under this Agreement within the one year period preceding the audit request. Such audits shall be paid for by the City unless overpayments in excess of five percent are identified (in which case Company shall pay for the audit) and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily action. Company shall refund any overpayment within 30 days after discovery whether by audit or otherwise.

9. Termination and Substantial Performance. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City, Customer, or Condominium property manager shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment. Company shall comply with City's non-collusion requirements and shall provide affidavit in form of Exhibit E. Company shall be subject to Exhibit F and shall provide affidavit thereunder in form of Exhibit G.

11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law. Should costs be incurred by Company to dispose

of the Excluded Waste, Company will communicate the cost to the City. The City shall provide all reasonable assistance to Company to investigate to determine the identity of the depositor or generator of the Excluded Waste and for Company to collect the costs incurred by Company in connection with such Excluded Waste from the responsible person or entity. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City is only responsible for the equipment it uses. City is not responsible for any equipment in possession of the Customer and Condominium. The responsible person or entity shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customer and Condominium shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The responsible person or entity shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of their use, operation, or possession of the equipment. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer or Condominium property manager calls Company and requests an extra pick-up, in which case an extra service charge may apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement, unless attributable to intentional or negligent conduct.
14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents. Company shall indemnify, hold harmless and defend City from and against any and all claims and liability arising from or related to the negligent provision of Services pursuant to this Agreement.
15. **Performance Bond.** Company shall provide a performance bond equal to 100% of the contract price for one year which bond (or replacement) shall remain in effect throughout the term of this Agreement.
16. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$3,000,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate
Environmental Liability	\$2,000,000 for pollution events involving collection, transportation or disposal of Waste Materials

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” and a financial size category of at least VII. Upon City’s request, Company shall furnish City with a certificate of insurance and endorsements evidencing that such coverage is in effect as provided herein. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker’s Compensation policy) except with respect to the sole negligence or willful misconduct of City.

17. Force Majeure. Except for City’s and/or Customer/Condominium property manager’s obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any substantially increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company’s service under this Agreement. In the event of substantially increased volume due to a Force Majeure event, Company and the City shall negotiate, in good faith, additional payments to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
18. Non-Discrimination. Company shall not discriminate against any person because of race, sex, sexual orientation, age, creed, color, religion or national origin in its performance of Services under this Agreement.

The Company will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Company agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin or disability. The Company will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination. In the event that any or all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Company from adherence to any and all additional requirements regarding equal

employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

19. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
20. No Guarantees or Liquidated Damages. No liquidated damages or penalties may be assessed against Company by City. In the event there is performance issue the City will notify Company and Company will investigate the issue and remediate any open issues. If Company is unable to remediate the issue the Company and City will negotiate in good faith a resolution. .
21. Customer Service Center. Company shall operate a customer service center for receipt of calls regarding services or issues. Such customer service center must be staffed and operational to take complaints and respond to customer inquiries Mondays through Friday, except designated holidays, between the hours of 8:00 AM and 4:00 PM (Prevailing Local Time.) In lieu of voicemails, Republic Services offers mobile and online portals as additional resources for communication, along with local Company contact information.
22. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services, as of July 1, 2025. (b) In the event of a conflict between the terms of any other document associated with this engagement with the Agreement and the Exhibits, the Exhibits and this Agreement will control, in that order (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld.. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) City and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.
23. Pursuant to Section 34.600 RSMo, Company certifies that it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

24. Arbitration. The parties agree to submit any and all disputes arising hereunder to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of United States Arbitration and Mediation. The arbitrator shall apply the substantive law of the state of Missouri. The arbitration proceeding shall take place in St. Louis County, Missouri. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to insure a fair private hearing, which shall be held and completed within one hundred and eighty (180) days of the demand for arbitration. The prevailing party may be awarded is reasonable attorney's fees and all reasonable expenses and costs, in addition to all other available remedies. Judicial review of the arbitrator's award may be sought in the Circuit Court of St Louis County, Missouri but only upon the grounds of fraud, corruption misconduct, or erroneous conclusions of law. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

City of Creve Coeur, Missouri

**Allied Services, LLC dba Republic Services of
Bridgeton**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

 X Municipal Solid Waste (MSW) X Bulky Waste
 X Yard Waste

2. Definitions.

2.1 Bulky Waste/Appliance – With all CFC and other refrigerants removed, and with weights and/or volumes specified by Company. Material must be able to be safely collected by one (1) person. Bulk guidelines are included in Exhibit C.

2.2 Condominiums – For the purposes of this Agreement Condominiums include Briar Cliff I and II, Saratoga, Villas at Golfview, Golfview on the Greens, Coeur De Royale, Old Ballas, Carriage House, Woodbridge, Summit Lofts and Somerfor.

2.3 Condominium property manager - For the purpose of this Agreement, Condominium property manager refers to the body responsible for receiving the monthly invoice, payment of condominium services and communication with the Company/City.

2.4 Customer – An occupant or operator of a single-family dwelling within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, construction debris, electronic waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.12 Residential Unit – A single-family dwelling where a person or group of people live within the municipal boundaries of the City, and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.13 Small Commercial Unit – A Condominium.

2.14 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.15 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, and Bulky Waste generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.16 Yard Waste – Grass, leaves, flowers, stalks, stems and twigs/small branches. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and twigs/small branches (less than four (4) feet in length and less than 24 inches in diameter) shall be in a container, bag or bundle. The maximum weight of any container placed out for yard waste collection shall be sixty (60) pounds.

3. Collection Operations.

3.1 Location of Containers for Collection. Each residential container containing Waste Material shall be placed at curbside for collection of single-family dwelling Customers. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container not so placed or any Waste Material not in a container. Placement of containers for optional Services will be at a location determined by Company.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 5:00 P.M. Exceptions to collection hours shall be affected when Company reasonably determined that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Hauler will use reasonable efforts to notify City and Customers and Condominium property managers of any changes to routes or collection hours prior to change.

3.3 Routes of Collection. Collection routes shall be established by the Company. The Company may from time to time make changes in routes or days of collection affecting Residential Units, Condominium units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes.

3.4 Residential Collection for Customers.

A. Waste Materials. Company shall provide curbside collection of MSW once per week for Customers. Customer will be provided one (1) trash container for MSW at no charge. Customers can choose between three sizes: 95-65-or 48-gallon carts. Material collected is limited to cart only. Additional trash carts are available to lease on a monthly basis. Delivery and removal fees incurred upon request of additional trash cart. Trash must be bagged prior to placing into cart.

B. Recyclable/Single Stream Material Collection. Company shall provide curbside collection of Recyclable Materials once per week for Customers. Customer will be provided one recycle container at no charge for Recyclable Materials. Resident can choose between three sizes: 95-65-or 48-gallon carts. Material collected is limited to cart only. Additional recycle carts are available to lease on a monthly basis. Delivery and removal fees incurred upon request of additional cart.

C. Bulky Waste. Company shall provide curbside bulk collection once per week for Customers. Two (2) bulk items are included at no charge. Bulky Waste items must be scheduled 48 hours prior to collection day by contacting Company's customer service center. Additional bulk items can be scheduled for collection at the rate in Exhibit A-2. Customer will be invoiced quarterly by Company for additional bulk item removal.

D. Cart Exchanges: Cart exchanges due to damage caused by Company or normal wear/tear will be exchanged at no charge to Customer. Cart exchanges due to damage caused by Customer or for a change in cart size will incur a delivery and removal fee. Customer will be invoiced quarterly by Company for cart exchange and delivery/removal fee. Refer to Exhibit A-2 for pricing.

E. Subscription Trash Backdoor Collection: Backdoor trash collection is an optional service Customers enroll in for participation by contacting Company's customer service center. Trash is collected once per week at one location near the garage of the house. Company not required to collect from inside of dwellings or garages. Customers will be invoiced by Company on a quarterly basis for this optional service. Acceptable containers are personal carts with a maximum capacity of 32-gallons or a 95, 65 or

48-gallon trash cart from Company. Weekly material limited to two containers. Refer to Exhibit A-2 for pricing.

F. Subscription Yard Waste Collection: Yard waste collection is an optional service Customers enroll in for participation. Yard waste is collected once per week, all year. One 95-gallon yard waste cart is included at no charge upon request. Acceptable containers are Company yard waste cart, biodegradable paper bags, personal containers marked with a red “x” and no larger than 35-gallon capacity, or bundles of branches/twigs no longer than 4’ length and 24” in diameter tied with string/twine. Maximum weight of any yard waste container is 60lbs. Residents contact Company’s customer service to start and stop service. Minimum enrollment is three months. Residents will be invoiced by Company on a quarterly basis. Up to two Christmas trees collected in January at no charge. Refer to Exhibit A-2 for pricing.

G. Appliance Collection. Company shall provide an appliance collection once per month for a fee. Appliance must be scheduled through Company’s customer service center 48 hours prior to collection day. Appliance must be placed curbside for collection. Refer to Exhibit A-2 for pricing.

H. Additional Cart Leases for Customers: Customers that generate more volume of trash and recycle material than what can be contained in their one trash cart and their one recycle cart will need to lease an additional trash or recycle cart from Company. Refer to Exhibit A-2 for pricing.

I. Rental Property of Single-Family Homes. Property owners who own single family homes are responsible for setting up and closing of solid waste account with Republic Services, whether or not they occupy the residence. They are also responsible for payment of solid waste fees/invoices.

J. Services for the Disabled: Customers with a medical condition that prevent them from transporting their trash and recycle containers to curb can have assistance from Republic Services at no charge. Customers may contact Company to request this service. This benefit does not apply if the Customer has a member of their household at age 13 or more that is physically capable of transporting containers to curb for collection.

3.5 Residential Collection for Condominium

- A. Waste Materials: Company shall provide Condominiums collection of MSW. Condominiums will be provided dumpster-style containers for MSW collection. City will be invoiced monthly for the Condominiums once per week MSW collection. Condominium property manager will be invoiced monthly for any additional MSW collections.
- B. Recyclable/Material: Company shall provide Condominiums collection of recycle material. Condominiums will be provided dumpster-style containers or residential carts for recycle collection. City will be invoiced monthly for the Condominiums once per week recycle collection. Condominium property manager will be invoiced monthly for any additional recycle collection services.
- C. Bulk/Appliance Material: Condominiums needing to dispose of bulk material can place bulk item into trash dumpster. If the bulk item doesn’t fit, Condominium property manager can schedule two bulk items per week for collection at no charge by contacting Company’s customer service center. Bulk items need to be placed outside of enclosure/garage for collection. Condominium tenants are not allowed to schedule bulk item collection. Company shall provide an appliance collection once per month for a fee. Appliance must be scheduled 48 hours prior to collection day by contacting Company’s customer service center. Appliance must be placed outside of enclosure/garage for collection. Refer to Exhibit A-2 for pricing.

3.6 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.7 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material within one business day after the complaint is received.

3.8 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times.

3.9 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

3.11 Reports: Company will provide monthly weight reports to the City for each category of solid waste, recyclables, and yard waste.

3.12 Publicity: Company will provide a one-time communication piece to Customer and Condominium property manager prior to July 1, 2025, to educate on available services and responsible recycling.

EXHIBIT A-1 PRICING

Municipal Solid Waste Pricing Invoiced to City

Residential Rates Per Month Per Household					
Services	Year 1	Year 2	Year 3	Year 4	Year 5
	7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29	7/1/29- 6/30/30
Trash/Recycle Curbside Collection	\$17.55	\$18.43	\$19.35	\$20.32	\$21.33

Condominium Rates/Month					
	Year 1	Year 2	Year 3	Year 4	Year 5
	7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29	7/1/29- 6/30/30
Monthly Invoice to the City, with City paying for 1st service	\$4,944	\$5,191.20	\$5,450.76	\$5,723.30	\$6,009.46

EXHIBIT A-2 PRICING

Optional Services Invoiced to Customer/Condominium property manager

Optional Services/Rates					
Optional Services	Year 1	Year 2	Year 3	Year 4	Year 5
	7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29	7/1/29- 6/30/30
Customer: Subscription Backdoor Trash Collection, per month/household	\$30.02	\$31.52	\$33.10	\$34.75	\$36.49
Customer: Subscription Yard Waste Service, per month/household	\$12.51	\$13.14	\$13.79	\$14.48	\$15.21
Customer: Cart lease for Additional trash, recycle or yard waste cart per month/household	\$5.88	\$6.17	\$6.48	\$6.81	\$7.15
Customer: Delivery fee per cart, upon request for additional trash, recycle or yard waste cart	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
Residential: Removal fee per cart, upon request for additional trash, recycle or yard waste cart	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
Customer: Bulk collection per item, after two per week at no charge is used	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47
Customer and Condominium property manager: Appliance collection per item	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78

EXHIBIT A-3

Pricing Grid for Condominium Containers

Condominium, Price Per Container Per Month						
		1x/wk	2x/wk	3x/wk	4x/wk	Extra Lift
1YD						
7/1/2025	Year 1	\$67.64	\$135.28	\$202.92	\$270.56	\$98.07
7/1/2026	Year 2	\$71.02	\$142.04	\$213.07	\$284.09	\$102.97
7/1/2027	Year 3	\$74.57	\$149.15	\$223.72	\$298.29	\$108.12
7/1/2028	Year 4	\$78.30	\$156.60	\$234.91	\$313.21	\$113.53
7/1/2029	Year 5	\$82.22	\$164.43	\$246.65	\$328.87	\$119.20
2YD						
7/1/2025	Year 1	\$74.83	\$149.66	\$224.49	\$299.32	\$98.07
7/1/2026	Year 2	\$78.57	\$157.14	\$235.71	\$314.29	\$102.97
7/1/2027	Year 3	\$82.50	\$165.00	\$247.50	\$330.00	\$108.12
7/1/2028	Year 4	\$86.63	\$173.25	\$259.88	\$346.50	\$113.53
7/1/2029	Year 5	\$90.96	\$181.91	\$272.87	\$363.83	\$119.20
3YD						
7/1/2025	Year 1	\$82.02	\$164.04	\$246.06	\$328.08	\$98.07
7/1/2026	Year 2	\$86.12	\$172.24	\$258.36	\$344.48	\$102.97
7/1/2027	Year 3	\$90.43	\$180.85	\$271.28	\$361.71	\$108.12
7/1/2028	Year 4	\$94.95	\$189.90	\$284.85	\$379.79	\$113.53
7/1/2029	Year 5	\$99.70	\$199.39	\$299.09	\$398.78	\$119.20
4YD						
7/1/2025	Year 1	\$89.20	\$178.40	\$267.60	\$356.80	\$98.07
7/1/2026	Year 2	\$93.66	\$187.32	\$280.98	\$374.64	\$102.97
7/1/2027	Year 3	\$98.34	\$196.69	\$295.03	\$393.37	\$108.12
7/1/2028	Year 4	\$103.26	\$206.52	\$309.78	\$413.04	\$113.53
7/1/2029	Year 5	\$108.42	\$216.85	\$325.27	\$433.69	\$119.20

Condominium, Price Per Recycle Cart Per Month

95-Gallon Cart		65-Gallon Cart	
7/1/2025	\$11.25	7/1/2025	\$9.37
7/1/2026	\$11.81	7/1/2026	\$9.84
7/1/2027	\$12.40	7/1/2027	\$10.33
7/1/2028	\$13.02	7/1/2028	\$10.85
7/1/2029	\$13.67	7/1/2029	\$11.39

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 5 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 6 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. **City and Company’s Duties.** City shall make a reasonable effort to educate its Customers/Condominium property managers regarding Acceptable and Unacceptable Materials and to enforce only placing Acceptable Material into recycle containers.

3. **Right to Inspect/Audit.** The Material Recovery Facility (MRF) will visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. When the MRF’s auditor inspections determine that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City with photos of the contamination, and agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of the City’s Recyclable Material to determine its actual composition of Unacceptable Material and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material. City will not reasonably withhold any request for discussion pertaining to rate adjustment based on contamination.

4. **Changes in Market Conditions.** If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to City (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services while remaining compliant with Applicable Law, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

5. **Acceptable Material.** All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City and City’s residents with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular

- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

6. **Unacceptable Material.** Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City and City's residents with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT C

Bulk Collection Guidelines

Acceptable Material:

- Furniture
 - Couches, chairs, dressers, tables, bookshelves, desks, headboards, etc.
- Mattress sets.
- Large carpets (cut into bundles no longer than 4ft in length and not to exceed 50lbs. Must be tied with rope/twine.)
- Items must be able to be serviced by one Republic employee

Unacceptable Material:

- Appliances
- Batteries
- Concrete.
- Construction debris of any kind
 - Shingles, drywall, vinyl siding, molding/trim, fencing, kitchen cabinets, etc.
- Electronic Waste –Televisions, computer monitors/accessories, DVD/VCR players, etc. Contact customer service to schedule and prepay for an electronic waste removal.
- Fluorescent light bulbs
- Lead/oil-based paint, varnish
- Loose trash
- Styrofoam
- Tires
- Yard waste.
- Any other items not listed identified as hazardous waste.

EXHIBIT D:
MUNICIPAL SERVICES/EVENT SUPPORT

Facility	Address	Container	Quantity	Frequency/Week
City Hall	300 N. New Ballas	6yd trash	1	3x/week
City Hall	300 N. New Ballas	4yd trash	1	2x/week
City Hall	300 N. New Ballas	95G R	Up to 12	1x/week
City Hall	300 N. New Ballas	95G T	4	3x/week
Police Department	350 N. New Ballas	4yd Trash	1	2x/week
Police Department	350 N. New Ballas	95G T	5	1x/week
Municipal Garage	996 East Rue De La Banque Dr	6yd trash	1	2x/week
Municipal Garage	996 East Rue De La Banque Dr	20yd R/off for yw	1	on call
Millennium Park	1 Millennium Park Dr	2yd Trash	1	3x/week
Dielmann Recreation Center/Ice Rink Golf Course	11400 Old Cabin Road	4yd Trash	1	2x/week
Dielmann Recreation Center/Ice Rink Golf Course	11400 Old Cabin Road	4yd R	1	1x/week
City Street Sweeping Program	NA	30yd r/off	2	3x/year
Annual \$2000 financial donation to the Energy and Environment Committee				

EXHIBIT E
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

**Project: Solid Waste
Collection Services**

STATE OF MO

COUNTY OF St. Louis_____

Joseph Dunlap _____, being first duly sworn, deposes and says that he is the General Manager _____* (sole owner, partner, president, secretary, etc.) of Allied Waste LLC, dba, Republic Services of Bridgeton, MO _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

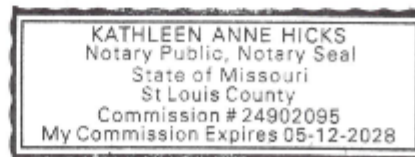
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

SIGNED: _____
Title: General Manager

Subscribed and sworn to before me this 3rd day of December, ²⁰²⁴2016.

Seal of Notary

Kathleen Anne Hick
Notary Public



My Commission Expires: 5/12/2028

* In completing this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

Exhibit F

1.1 ALIEN REGISTRATION, COMPLIANCE, AND ENFORCEMENT

1.1.1 DEFINITIONS. As used in this Section 1.1, the following terms shall have the following meanings:

- 1.1.1.1 "Business entity" – any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;
- 1.1.1.2 "Contractor" – a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;
- 1.1.1.3 "Employee" – any person performing work or service of any kind or character for hire within the state of Missouri;
- 1.1.1.4 "Employer" – any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;
- 1.1.1.5 "Employment" – the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;
- 1.1.1.6 "Federal work authorization program" – any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;
- 1.1.1.7 "Knowingly" – a person acts knowingly or with knowledge:
 - (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
 - (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;

- 1.1.1.8 "Municipality" – the City of Creve Coeur, Missouri.
- 1.1.1.9 "Public employer" – every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;
- 1.1.1.10 "Unauthorized alien" – an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);
- 1.1.1.11 "Work" – any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

1.1.2 ILLEGAL ACTS.

- 1.1.2.1 No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.
- 1.1.2.2 Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate this Exhibit F.
- 1.1.2.3 The affidavit shall be approved as to form by the municipal attorney.
- 1.1.2.4 An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated this Exhibit F.
- 1.1.2.5 A general contractor or subcontractor of any tier shall not be liable under the Exhibit F when such general contractor or subcontractor contracts with its direct subcontractor who violates this Exhibit F, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of this Exhibit F and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 1.1.2.6 The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.

- 1.1.2.7 Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

AFFIDAVIT of COMPLIANCE

Section 285.530.2

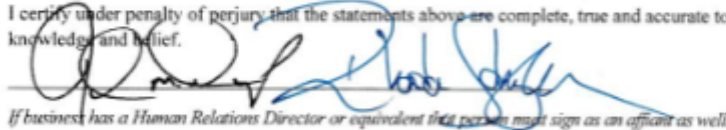
State of Missouri

County of St. Louis

Now this 3rd day of December 2021 the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate, or LLC officer or Human Relations Director of **Allied Waste LLC, dba, Republic Services of Bridgeton, MO.**
3. I am authorized to make this affidavit on behalf of **Allied Waste LLC, dba, Republic Services of Bridgeton, MO.**
4. I state and affirm that **Allied Waste LLC, dba, Republic Services of Bridgeton, MO** is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, **Allied Waste LLC, dba, Republic Services of Bridgeton, MO** does not knowingly employ any person who is an unauthorized alien.
6. Further, **Allied Waste LLC, dba, Republic Services of Bridgeton, MO** has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of the company's Memorandum of Understanding with the United States concerning the used of E-Verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.


If business has a Human Relations Director or equivalent that person must sign as an official as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo.

FURTHER THE AFFIANT SAYETH NOT

On this 3rd day of December, in the year 2024 before me, KATHLEEN ANNE HICKS a Notary Public in and for said State, personally appeared Joey Dunlap, know to me to be the person who executed the with in affidavit, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal in the county and State aforesaid, the day and year first above written.

My Commission Expires:



EXHIBIT G
E-VERIFY



Company ID Number: 40635
Client Company ID Number: 356105

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF
UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **Allied Services, LLC** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 40635
Client Company ID Number: 356105

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Allied Services, LLC

Alexander Us
Name (Please Type or Print)

Alexander Us
Signature

Director - Employment Practices
Title

9/21/10
Date

Designated Agent LawLogix Group, Inc.

Craig Duff

Name (Please Type or Print)

Electronically Signed
Signature

Title

09/08/2010
Date

Department of Homeland Security – Verification Division

REBECCA K. COHEN
Name (Please Type or Print)

Rebecca K. Cohen
Signature

DEPT CHIEF, E-VERIFY
Title

9/21/10
Date

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

