



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
FEBRUARY 24, 2025
7:00 PM**

ZOOM MEETING INFORMATION

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

<https://us02web.zoom.us/j/88900591884>

phone: 1 312 626 6799

Webinar ID: 889 0059 1884

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

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

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

The next regular meeting of the City Council will begin at 7:30 p.m. due to an extended Work Session.

CONSENT AGENDA

- 1. Approval of February 10, 2025, City Council Joint Work Session Minutes**
- 2. Approval of February 10, 2025, Regular Meeting Minutes**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 2/6/25 to 2/18/25

UNFINISHED BUSINESS

NEW BUSINESS



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3. Resolution No. 1773 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a "School Resource Officer Program Agreement" with the Parkway School district.

Summary: The Parkway School District and the Creve Coeur Police Department have had a partnership since 1998 wherein the Police Department assigns a Police Officer for Parkway Northeast Middle School and Bellerive Elementary School. The Officer serves in the role of School Resource Officer (SRO). The SRO position allows the Police Department to take a proactive approach to safety in the schools and relationship-building with youth in the community. Over the three-year duration of this agreement, the Parkway School District agrees to reimburse the City a total of \$318,763, which represents 75% of salary and benefits for the SRO and includes a 5% increase in Years 2 and 3.

4. Resolution No. 1774- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a one-year contract extension with One Vision, LLC to supply and plant trees on various city project sites and the "Shared Cost Street Tree Program" for FY2026 for an amount of \$40,000.00.

Summary: Public Works staff recommends approving a one-year extension to the FY2025 agreement with One Vision LLC to supply and plant trees for city projects and for the "Shared Cost Tree Planting Program," in the amount of \$40,000.00.

5. Resolution No. 1775- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing a new five-year contract with Republic Services of Bridgeton for solid waste, recycling, and yard waste disposal.

Summary: Staff is recommending the approval of a negotiated five-year agreement with Republic Services of Bridgeton to provide Solid Waste disposal for the residents of Creve Coeur. This agreement will commence on July 1, 2025. The proposed agreement is the result of several months of negotiations and follows a joint work session of the City Council and Energy and Environment Committee covering this matter on February 10, 2024.

6. Resolution No. 1776 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Meyer Electric Company, Inc. for the 2025 Solar Lighting project at Millennium Park Parking Lot for the not-to-exceed contract lump sum of \$28,830.00.



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Summary: Staff recommends that a Leadsun solar light assembly be utilized for parking lot lighting in Millennium Park. All lights will be installed at 16 feet above grade, 4,000k color temperature and with the light facing downward. Poles will be direct bury and be aluminum. All items will be black powder coated or similar. Two poles with a luminaire on both sides (center two islands of the parking lot), one pole with a single luminaire (east island of parking lot) and one pole with a single luminaire (island on south side of lot by drop off lane) will be installed.

- 7. Resolution No. 1777 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract (Work Order #3) with Reitz & Jens, Inc. for the final engineering design phase for the Beaver Drive Crossing project for the not-to-exceed amount of \$107,045.00.**

Summary: Beaver Drive Crossing is a Stormwater Program project identified in the City's 2024 Watershed Management Plan. Reitz & Jens recently completed the preliminary engineering design report for the Beaver Drive Crossing project. City staff is now requesting to move into the final engineering design phase with Reitz & Jens, Inc. with the City Council's approval of Work Order #3 under the existing on-call engineering design services contract.

BUSINESS FROM MAYOR AND CITY COUNCIL

- 8. *Council Liaison Reports***

BUSINESS FROM CITY ADMINISTRATOR

- 9. Venable Park Memorial Update**

Summary: Staff will review the scope of work included in the upcoming bid process for renovations to Venable Park, as well as provide an update on the Venable memorial art project.

- 10. Lake School House**

Summary: A follow-up discussion after the tour of the school house by the City Council.

- 11. Capital Improvement Program for FY 26-30**

Summary: Pursuant to the City Charter, the City Administrator will submit a draft Capital Improvement Program to the City Council by the 2nd Council meeting in February, or February 24. The March Council Work Sessions will be dedicated to reviewing the draft CIP, with a public hearing scheduled for Monday, April 14.



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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.



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

CALL TO ORDER

A joint work session meeting of the City Council and Energy and Environment 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, February 10, 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, 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, Captain Timothy Koncki, Public Information Officer and Management Analyst Melissa Bradford, and City Clerk Kellie Henke.

Energy and Environment Committee Members Present: Chair Andrew Lowenthal, Vice-Chair Saranya Konala, Walker Gaffney, and Tarab Kumar.

Also Present: Joell Aguirre, of Republic Services.

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.**



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RESULT: APPROVED (UNANIMOUS)

MOVER: Hoffman

SECONDER: Saunders

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

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

2. Solid Waste Contract Extension

City Administrator Mark Perkins stated that after the contract extension discussion, there would be a conversation about solar lighting.

Mr. Perkins and Director of Public Works Jim Heines presented a proposed five-year agreement which included comparisons of monthly pricing and services between the current contract and the proposed extension (see Exhibit A). Mr. Perkins noted that the current contract with Republic Services will end on June 30, 2025, and highlighted the high level of resident satisfaction with trash and recycling services, as reflected in a 96% approval rate in the 2024 citizen survey. To maintain service quality, city staff reviewed market conditions and found a limited number of competitive haulers.

Under the proposed contract, weekly curbside trash and recycling services would continue, with the per-unit cost increasing from \$14.25 to \$17.55. The updated property inventory reflects new construction since the original contract. Mr. Heines outlined several service adjustments, noting that additional weekly pickups would be discontinued, though residents could request an extra toter for a monthly fee. The Bag and Tag yard waste program will be replaced by a subscription-based Unlimited Yard Waste Service, allowing residents to select three-month commitment periods.

Mayor Hoffman confirmed that residents who are currently purchasing the bags and tags are being notified that the program will be discontinued.

In response to a question from Council Member Manlin, Mr. Perkins confirmed that condominium service is paid by the City and any additional service options are the responsibility of the condominium. Mr. Heines stated that condominiums are classified as multi-family buildings and are included in the cost to the City, while apartment buildings are not included.



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Council Member Saunders asked if bulk pickup pricing would be affected. Mr. Heines stated that bulk item pickup will remain weekly, with up to two items included. However, the fee for additional items will increase from \$25 to \$35, and the cost for other goods, such as appliances, will rise from \$25 to \$50 per item.

Mr. Perkins outlined the next steps, which include presenting a resolution to the City Council for review and approval, conducting public outreach on service and pricing changes, and exploring options to offset the additional costs.

Saranya Konala, Vice-Chair of the Energy and Environment Committee, asked whether the elimination of the Bag and Tag program raises concerns about improper disposal and how those concerns will be addressed. Mr. Perkins emphasized that public education and re-education will be key in managing the transition. He noted that the City will encourage participation in the subscription program, which offers flexibility by allowing residents to turn the subscription on and off as needed. Additionally, the City provides limb and leaf pickup throughout the year, which should help deter improper disposal.

Council Member Spence asked for continued public awareness and transparency regarding plastic recycling.

Assistant Director of Public Works/City Engineer Steven Berecz provided an update on the solar lighting cost-share program. He mentioned that bids for residential and commercial solar lighting assemblies were received in January: 4000 Kelvin for parking lot lights and 3000 Kelvin for residential street lights. He noted that staff is near completion of a recommendation to present to the City Council for review and the cost for street lighting may range between \$6,000 and \$7,000 per light.

Council Member Martinich asked if the recent federal tariffs would impact the delivery of the lights. Mr. Berecz stated that the lights are considered stock purchases with an estimated lead time of approximately six to eight weeks.

In response to a question from Council Member Spence, Mr. Heines stated that all residents within a 150-foot radius in any direction around the property requesting a light must provide their approval.

Council Member Carney asked if there was a specific number of lights that could be requested each year. Mr. Heines stated that the program operates on a 50/50 cost-



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share basis, with \$20,000 budgeted by the City for this fiscal year. Mr. Perkins added that applications have been received and will require a deposit once the final cost is determined.

Ms. Konala stated that an updated Climate Action Plan is nearing completion and thanked City staff for their assistance in collecting measurable data for the plan.

ADJOURNMENT

City Administrator Mark Perkins requested to go into executive session for Attorney Client Communication.

RESULT: APPROVED (UNANIMOUS)

MOVER: Carney

SECONDER: Martinich

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

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

The meeting adjourned at 6:38 p.m.

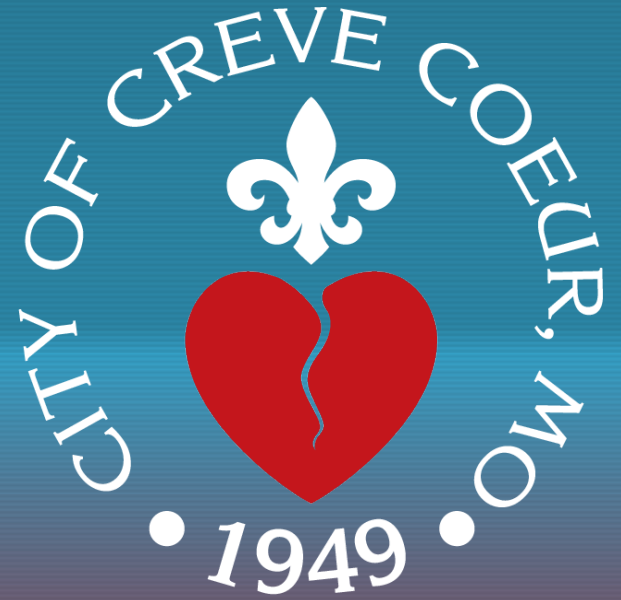
Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

Solid Waste Hauling Contract Extension

FY2026-2030





Current Contract - Republic Services

- Republic Services has provided solid waste services to Creve Coeur for over three decades.
- The present contract extension expires June 30, 2025
- 2024 Citizen Survey results: 96% of citizens were satisfied or very satisfied with the city's trash and recycling service.



Current Contract – Republic Services

Base Service

- Once a week curbside trash and recycle collection.
- Handicap service program.
- Bulky goods pickup.
- Once a week dumpster service for condominiums.

Optional Services

- Valet trash pickup.
- 2nd & 3rd weekly pickup for both residential and condominiums.
- White goods pickup.
- Yard waste collection, bags, tags, or unlimited service.



Solid Waste Hauling Research

- Meetings with current and potential haulers to understand the market and interest in serving Creve Coeur.
- Reviewed contracts and pricing from neighboring municipalities.
- Very few qualified haulers / high satisfaction level with current hauler.
- Staff recommendation to negotiate a contract extension with Republic Services.
- Negotiations were ongoing for several months.



Changes to Solid Waste Service

Current Contract

(based on 4913 residences)

- Curbside Trash & Recycle Service 1 x per week
\$14.25 per month
- Condominium Service
\$1,856.54 per month

Negotiated Contract

(based on 5020 residences)

- Curbside Trash & Recycle Service 1 x per week
\$17.55 per month
- Condominium Service
\$4,944.00 per month



Changes to Yard Waste Service

Current Contract

(based on 4913 residences)

- Bags \$5.90
- Tags \$3.55
- Unlimited Service with 95 Gallon Cart \$10.60

Negotiated Contract

(based on 5020 residences)

- Bags Not Available
- Tags Not Available
- Unlimited Service with 95 Gallon Cart \$12.51



Optional Services

Current Contract

(based on 4913 residences)

- Valet (rear yard)
\$14.25
- 2nd & 3rd curbside per week
\$17.64
- 2nd & 3rd Valet per week
\$52.91
- Additional Cart and service
\$5.88

Negotiated Contract

(based on 5020 residences)

- Valet (rear yard)
\$30.02
- 2nd & 3rd curbside per week
Not Available
- 2nd & 3rd Valet per week
Not Available
- Additional Cart and service
\$11.67



Annual Cost Comparison

Current Contract

(based on 4913 residences)

- Total annual cost to City for basic services
- \$862,401

Negotiated Contract

(based on 5020 residences)

- Total annual cost to City for basic services
 - \$1,116,540



Summary

- Contract Extension with Republic Services is recommended based on high quality of service and high level of resident satisfaction.
- Prices are substantially higher but are consistent with the current market.



Next Steps

- A Resolution to approve a five-year contract extension will be submitted to Council for the February 24, 2025 Council meeting.
- Public Outreach to commence regarding service and pricing changes.
- Higher costs will impact FY26 budget and options for covering this additional cost will be examined.



Discussion



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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, February 10, 2025, at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

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, Assistant Director of Public Works/City Engineer Steven Berez, Captain Timothy Koncki, Public Information Officer and Management Analyst Melissa Bradford, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Carney

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

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



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ANNOUNCEMENTS

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

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Spence AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders
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The vote on the motion being 8 ayes and 0 nays, motion carried. (See edit under Business from the City Administrator).

1. Approval of January 27, 2025, Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing January 23, 2025 to February 5, 2025

UNFINISHED BUSINESS

2. Bill No. 6154- An Ordinance authorizing the issuance of a Conditional Use Permit for a 1,400 square-foot snack and non-alcoholic beverage bar, Tropical Smoothie Café, located at 727 North New Ballas Road, within the Plaza Shops. Final Reading and Passage.

City Clerk read Bill No. 6154 for the final time.

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Carney AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders
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The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6154 becomes Ordinance No. 5926.



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3. Substitute Bill No. 6155- An Ordinance approving a Condominium Plat for 10901 Olive Boulevard in the City of Creve Coeur, St. Louis County, Missouri. Final Reading and Passage.

City Clerk read Substitute Bill No. 6155 for the final time.

Council Member Saunders made a motion, seconded by Council Member Carney, to accept the substitution defining processes for approving declarations.

RESULT: SUBSTITUTION APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Carney AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders

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

David Hutkin of Hutkin Properties Group, LLC thanked Carl Lumley, Jason Jaggi, and Mark Perkins for their assistance and guidance in developing conditions that serve the best interests of both the developer and the City.

RESULT: SUBSTITUTE BILL NO. 6155 APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Spence AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried. Substitute Bill No. 6155 becomes Ordinance No. 5927.

4. Bill No. 6156 - An Ordinance of the City Council of the City of Creve Coeur, Missouri authorizing the extension of license for use of right-of-way by Edward D. Jones & Co., L.P. Final Reading and Passage.

City Clerk read Bill No. 6156 for the final time.

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Spence AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders
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The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6156 becomes Ordinance No. 5928.

- 5. Bill No. 6157- An Ordinance of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a Carbon Reduction Program (CRP) agreement with the Missouri Highways and Transportation Commission to enable the City to construct the Centennial Greenway project. Final Reading and Passage.**

City Clerk read Bill No. 6157 for the final time.

Council Member Newman recused himself from the discussion and vote.

RESULT: APPROVED MOVER: Saunders SECONDER: Spence AYES: Manlin, Spence, Carney, Norwood, Hoffman, Martinich, Saunders, Mayor Hoffman RECUSED: Newman

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6157 becomes Ordinance No. 5929.

- 6. Bill No. 6158- An Ordinance of the City Council of the City of Creve Coeur, Missouri authorizing the execution of the First Amendment to Cost Share Agreement between the Metropolitan Park and Recreation District d/b/a the Great Rivers Greenway District to enable the City to construct the Centennial Greenway Project. Final Reading and Passage.**

City Clerk read Bill No. 6158 for the final time.

Council Member Newman recused himself from the discussion and vote.

RESULT: APPROVED MOVER: Saunders SECONDER: Carney AYES: Manlin, Spence, Carney, Norwood, Hoffman, Martinich, Saunders, Mayor Hoffman RECUSED: Newman



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The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6158 becomes Ordinance No. 5930.

Council Member Newman returned to the dais.

NEW BUSINESS

- 7. Resolution No. 1772 - A Resolution of the City Council for the City of Creve Coeur, Missouri, authorizing the execution of Amendment #1 for the contract with Trekk Design Group, LLC for the second and final phase of engineering design services for Mason Forest Drive, Fernpark Drive, and 252 Bellington Lane stormwater management projects for the not-to-exceed amount of \$51,692.20.**

City Clerk read Resolution No. 1722.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the amendment, stating that construction is anticipated to begin in the fall of 2025. He explained that the amendment includes only three of the original five projects, as Woodbridge Manor will be treated as a single project for further analysis of both design and construction, and Warrington Square is on hold due to a potential sale to a developer, which could address stormwater issues through new construction activities.

Council Member Martinich asked if additional projects would be identified after the current projects are completed. Mr. Berecz outlined upcoming projects, including work on Beaver Drive, Sona Lane, and various capital plan projects under review.

Council Member Spence asked what criteria were used to determine which projects would be completed. Mr. Berecz stated that the selection was based on a benefit-cost analysis.

Council Member Manlin asked if the developer proceeding with the Warrington Square new construction would be responsible for addressing stormwater issues or if it would fall to the City. Mr. Berecz stated that any new project is responsible for addressing its own stormwater issues. He noted that the issues would likely be resolved through the development, eliminating the need for the City to take on the project. If the developer does not proceed, the project would be strategically placed back into the next group of projects.



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RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Carney

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

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

BUSINESS FROM MAYOR AND CITY COUNCIL

8. Council Liaison Reports

No Council Liaison Reports.

BUSINESS FROM CITY ADMINISTRATOR

9. Nominating Committee - Provisional Prosecutor

Council Member Manlin made a motion, seconded by Council Member Saunders, to recommend the appointment of Council Member Hoffman to the Nominating Committee.

RESULT: APPROVED (UNANIMOUS)

MOVER: Manlin

SECONDER: Saunders

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

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

10. Olia Village Development Update

City Administrator Mark Perkins provided an update on the Olia Village Development, including progress on finalizing leasing agreements. He anticipates the City receiving site development plan submittals within sixty days following executing an agreement with a major tenant, with potential construction beginning this fall. Mr. Perkins also shared that the developer is working on launching a new interactive website for Olia Village, understanding that improvements are needed to make the site more accessible and interactive for residents and others interested.

Additionally, Mr. Perkins noted that the developer plans to begin clearing trees and brush in the buffer area per the amended landscaping plan recently approved by the



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City Council. The developer intends to stay in contact with residents and keep them informed throughout the process.

Mr. Perkins also stated that questions have been received from residents regarding the retaining wall being constructed (previously permitted under 1B). There were concerns

about the measurement of the wall from the property line, specifically whether it was as much as 50 feet back. He clarified that the City ordinance allows retaining walls within the buffer area, so it is not required to be 50 feet from property line.

Director of Community Development Jason Jaggi stated that the developer is working on a sign package for a Master Sign Plan for the campus.

Council Member Saunders moved, seconded by Council Member Newman, to appoint City Administrator Mark Perkins and Director of Finance Lori Obermoeller as city advisory members of the Olia Village Transportation Development District (TDD) and Olia Village Community Improvement District (CID).

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Newman

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

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

Council Member Spence made a motion, seconded by Council Member Saunders to amend the section of the draft copy of the regular meeting minutes from January 24, 2025, regarding the discussion of Council Liaison Reports. The statement from Council Member Spence should read: " The next article will focus on discouraging mosquito/bug yard treatments that are considered unnecessary and dangerous."

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Newman

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

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



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ADJOURNMENT

RESULT: APPROVED (UNANIMOUS) MOVER: Martinich SECONDER: Saunders AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders

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

The meeting adjourned at 7:21 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor



MEMORANDUM

DATE: February 18, 2025

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from February 6, 2025 to February 18, 2025 in the amount of \$1,263,474.24.



Creve Coeur, MO

Council Report of Invoices Paid Listing

By Fund

Payment Dates 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0225	02/07/2025	GROUP HEALTH FEB 25	01-2211	1655	123,860.91
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0225	02/07/2025	GROUP HEALTH FEB 25	01-2225	1655	3,862.61
EQUITABLE FINANCIAL LIFE INSURANCE COMPANY	160-763511-00001-FEB 25	02/07/2025	DENTAL FEB 25	01-2213	1643	6,552.00
EQUITABLE FINANCIAL LIFE INSURANCE COMPANY	160-763511-00002-FEB 25	02/07/2025	COBRA DENTAL FEB 25	01-2226	1643	204.04
FIDELITY SECURITY LIFE INSURANCE COMPANY	166657843	02/07/2025	COBRA VISION INS FEB 25	01-2224	1644	16.10
FIDELITY SECURITY LIFE INSURANCE COMPANY	166659938	02/07/2025	VISION FEB 25	01-2218	1644	973.80
PATRICK R WORZER	551	02/07/2025	OLIA PROFESSIONAL SERVICE	01-2806	1652	580.00
AMERICAN UNITED LIFE INSURANCE COMPANY	619325-02/01/25	02/07/2025	VOL AD&D FEB 25	01-2216	1636	68.60
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	VOL LIFE	01-2216	1637	1,503.84
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	VOL AD & D	01-2216	1637	92.73
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	SHORT TERM DIS	01-2222	1637	723.40
REITZ & JENS INC	16731	02/13/2025	PROFESSIONAL SERVICES TH	01-2806	1680	2,272.90
PAYROLL MS CONTRIBUTION	INV0002369	02/14/2025	ICMA ROTH IRA %	01-2319	DFT0010228	199.22
FAMILY SUPPORT DIVISION CHILD SUPPORT OFFICE	INV0002370	02/14/2025	CHILD SUPPORT	01-2113	DFT0010229	184.62
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	ER PENSION 10%	01-2312	DFT0010230	833.70
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	ICMA ROTH 457 %	01-2318	DFT0010230	4,589.56
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	MS ROTH IRA CATCHUP\$	01-2318	DFT0010230	40.00
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	ICMA ROTH 457 \$	01-2318	DFT0010230	1,727.31
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	ICMA ROTH IRA \$	01-2319	DFT0010230	477.70
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	ICMA 457 \$	01-2322	DFT0010230	692.33
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	ICMA 457 %	01-2322	DFT0010230	1,943.70
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	ICMA 457 \$	01-2322	DFT0010230	8,300.14
PAYROLL MS CONTRIBUTION	INV0002371	02/14/2025	ICMA LOAN PAYMENT	01-2324	DFT0010230	536.18
MOST MISSOURIS 529 SAVINGS PLAN	INV0002372	02/14/2025	MOST 529 COLLEGE SAVINGS	01-2323	DFT0010231	785.00
VOYA	INV0002373	02/14/2025	VOYA 457 %	01-2321	DFT0010232	118.12
VOYA	INV0002373	02/14/2025	VOYA 457 %	01-2321	DFT0010232	1,615.76

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
VOYA	INV0002373	02/14/2025	VOYA 457\$	01-2321	DFT0010232	288.00
DEPARTMENT OF TREASURY	INV0002374	02/14/2025	SOCIAL SECURITY	01-2102	DFT0010233	41,199.56
DEPARTMENT OF TREASURY	INV0002374	02/14/2025	MEDICARE	01-2103	DFT0010233	9,635.32
DEPARTMENT OF TREASURY	INV0002374	02/14/2025	FEDERAL WITHHOLDING	01-2104	DFT0010233	31,622.18
PAYROLL MISSOURI	INV0002375	02/14/2025	STATE WITHHOLDING	01-2105	DFT0010234	11,661.00
WITHHOLDING TAXES						
WASHINGTON NATIONAL INS CO	P2506546	02/18/2025	WG00006955, 02413 FEB 25	01-2215	1696	367.80
						257,528.13
						257,528.13

Department: 11 - LEGISLATIVE SERVICES

Division: 12 - MAYOR AND CITY COUNCIL

AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-11-12-5234	1637	43.20
Division 12 - MAYOR AND CITY COUNCIL Total:						43.20

Division: 13 - CITY CLERK

AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-11-13-5234	1637	25.90
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-11-13-5235	1637	2.27
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-11-13-5236	1637	18.89
MISSOURI CCFO ASSOCIATION EASTERN DIVIS	LUNCHEON FEB 25	02/13/2025	MEMBERSHIP LUNCH ON 2/	01-11-13-6264	68348	20.00
Division 13 - CITY CLERK Total:						67.06
Department 11 - LEGISLATIVE SERVICES Total:						110.26

Department: 12 - ADMINISTRATION

Division: 10 - LEGAL

CURTIS HEINZ GARRETT AND OKEEFE PC	186717-186723	02/13/2025	DAVID NAFAR BOA SUIT	01-12-10-6201	1672	1,105.00
CURTIS HEINZ GARRETT AND OKEEFE PC	186717-186723	02/13/2025	MUNICIPAL PROSECUTION R	01-12-10-6201	1672	2,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	186717-186723	02/13/2025	CITY ATTORNEY RETAINER M	01-12-10-6201	1672	5,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	186717-186723	02/13/2025	CITY ATTORNEY NON-RETAIN	01-12-10-6201	1672	7,380.00
CURTIS HEINZ GARRETT AND OKEEFE PC	186717-186723	02/13/2025	PROSECUTING ATTORNEY AS	01-12-10-6201	1672	1,242.50
CURTIS HEINZ GARRETT AND OKEEFE PC	186717-186723	02/13/2025	MUNICIPAL PROSECUTION N	01-12-10-6201	1672	194.00
Division 10 - LEGAL Total:						17,421.50

Division: 11 - ADMINISTRATIVE

M.C.I. PRINTING INC	65670	02/07/2025	NEWSLETTER PRINTING FEB	01-12-11-6203	1647	1,700.00
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Council Report of Invoices Paid Listing

Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
RICHARD DECOLLO	7949	02/07/2025	NEWSLETTER MAILING FEB 2	01-12-11-6203	68328	254.61
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES ADMIN 12/21/	01-12-11-6253	68333	49.50
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-12-11-5234	1637	120.98
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-12-11-5235	1637	10.58
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-12-11-5236	1637	71.36
STRATEGIC GOVERNMENT RESOURCES INC	2025-109137	02/13/2025	COUNCIL STRATEGIC PLAN R	01-12-11-6203	1682	10,819.41
MERCY CORPORATE HEALTH	744118	02/13/2025	RANDOM DOT DRUG/ALCOH	01-12-11-6271	68341	91.80
MERCY CORPORATE HEALTH	744119	02/13/2025	RANDOM SCREENING DOT	01-12-11-6271	68341	62.05
MERCY CORPORATE HEALTH	744460	02/13/2025	RANDOM SCREENING DOT	01-12-11-6271	68341	62.05
MERCY CORPORATE HEALTH	745993	02/13/2025	PRE-EMPLOYMENT SCREENI	01-12-11-6271	68341	110.50
MERCY CORPORATE HEALTH	746514	02/13/2025	PRE-EMPLOYMENT SCREENI	01-12-11-6271	68341	110.50
ASI	A000178625aeJqp	02/13/2025	HRA & FSA ADMIN FEES JAN	01-12-11-6203	1661	465.50
Division 11 - ADMINISTRATIVE Total:						13,928.84
Division: 14 - MUNICIPAL COURT						
INTERNATIONAL LANGUAGE SCHOOL	754340	02/07/2025	INTERPRETING SERVICES FO	01-12-14-6201	1645	88.00
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES COURT 12/21/	01-12-14-6253	68333	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-12-14-5234	1637	42.35
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-12-14-5235	1637	3.71
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-12-14-5236	1637	36.26
STEVEN E SOKOLIK	JAN 25 LOCKHART	02/07/2025	LEGAL SERVICES AS COURT A	01-12-14-6201	68331	266.66
ENGELMEYER & PEZZANI LLC	JUDGE JAN 25	02/07/2025	Judicial Services JAN 25	01-12-14-6201	1642	1,875.00
RICOH USA INC	108929362	02/13/2025	COURT COPIER LEASE JAN-FE	01-12-14-6213	68352	192.63
Division 14 - MUNICIPAL COURT Total:						2,529.36
Department 12 - ADMINISTRATION Total:						33,879.70
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES FIN 12/21/24-1	01-13-11-6253	68333	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-13-11-5234	1637	82.74
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-13-11-5235	1637	7.24
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-13-11-5236	1637	47.50
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002375	02/14/2025	STATE WITHHOLDING FEE	01-13-11-6202	DFT0010234	0.50
Division 11 - ADMINISTRATIVE Total:						162.73

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Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 15 - INTERDEPARTMENTAL						
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0225	02/07/2025	GROUP HEALTH FEB 25	01-13-15-5230	1655	-200.00
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0225	02/07/2025	GROUP HEALTH FEB 25	01-13-15-5230	1655	16,333.80
KONICA MINOLTA BUSINESS SOLUTIONS	500321668	02/07/2025	ADMIN COPIER MAINTENAN	01-13-15-6213	68318	60.00
QUADIEN T LEASING USA INC	61677985	02/07/2025	METER RENTAL 2/17/25-3/1	01-13-15-6266	68327	50.00
CDW LLC	AC31Z1H	02/07/2025	TONER FOR COURT PRINTER	01-13-15-7312	1639	251.22
CHARTER COMMUNICATION	173940501020125	02/13/2025	PD PRI FIBER FEB 25	01-13-15-6253	1664	1,618.71
CHARTER COMMUNICATION	173941901020125	02/13/2025	PW GARAGE LAN INTERNET	01-13-15-6255	1669	328.09
CHARTER COMMUNICATION	173957701020125	02/13/2025	ANALOG & PW GARAGE CON	01-13-15-6253	1670	99.98
CHARTER COMMUNICATION	173957901020125	02/13/2025	CITY HALL TV WIFI FEB 25	01-13-15-6253	1665	255.16
ODP BUSINESS SOLUTIONS LLC	407540014001	02/13/2025	MARKERS, GEL PENS, NOTEB	01-13-15-7312	68350	53.67
ODP BUSINESS SOLUTIONS LLC	407556786001	02/13/2025	ID POUCHES (25)	01-13-15-7312	68350	14.79
ODP BUSINESS SOLUTIONS LLC	407767689001	02/13/2025	STICKY NOTES (MULTIPLE KI	01-13-15-7312	68350	69.75
ODP BUSINESS SOLUTIONS LLC	407978281001	02/13/2025	SIGN HERE FLAGS, TONER, E	01-13-15-7312	68350	354.86
ODP BUSINESS SOLUTIONS LLC	407984370001	02/13/2025	PLANNER	01-13-15-7312	68350	22.05
ODP BUSINESS SOLUTIONS LLC	409603507001	02/13/2025	MOUSE PAD, INK CARTRIDGE	01-13-15-7312	68350	219.49
Division 15 - INTERDEPARTMENTAL Total:						19,531.57
Division: 51 - MIS OPERATIONS						
WINNING TECHNOLOGIES IN	31801	02/07/2025	PROFESSIONAL IT SERVICES F	01-13-51-6202	1660	1,845.00
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES MIS 12/21/24-	01-13-51-6253	68333	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-13-51-5234	1637	28.19
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-13-51-5235	1637	2.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-13-51-5236	1637	20.56
CHARTER COMMUNICATION	173957901020125	02/13/2025	CITY HALL TV WIFI FEB 25	01-13-51-6213	1665	99.99
CDW LLC	AC5R97F	02/18/2025	VIEWSONIC MONITORS (2)	01-13-51-7331	1688	189.98
Division 51 - MIS OPERATIONS Total:						2,210.94
Department 13 - FINANCE Total:						21,905.24
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
J LEES CARPET AND FLOOR CLEANING LLC	4892	02/07/2025	DRC AND GOLF CARPET CLEA	01-14-11-6203	68317	700.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-14-11-5234	1637	24.10
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-14-11-5235	1637	2.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-14-11-5236	1637	17.58
MYRLYNN HENLEY	127A	02/13/2025	TAI CHI INSTRUCTION 1/23/2	01-14-11-6202	1678	162.00
US BANK EQUIPMENT FINANCE	547685107	02/13/2025	DRC PRINTER USE CHARGES	01-14-11-6213	68357	93.63

Division 11 - ADMINISTRATIVE Total: 999.43

Department 14 - COMMUNITY SERVICES Total: 999.43

Department: 16 - MUNICIPAL FACILITIES MAINTENANCE

Division: 11 - ADMINISTRATIVE

NEW SYSTEM LLC	105868	02/07/2025	ICE MELTER, TOILET TISSUE,	01-16-11-6212	1651	561.12
NEW SYSTEM LLC	105868-01	02/07/2025	ICE MELT SHARED WITH PD	01-16-11-6212	1651	330.80
UNIFIRST CORPORATION	1880164748	02/07/2025	MAINTENANCE UNIFORMS	01-16-11-7308	1657	8.19
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES BLDG MAINT 1	01-16-11-6253	68333	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-16-11-5234	1637	19.65
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-16-11-5235	1637	1.72
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-16-11-5236	1637	14.33
WHOLESALE PLUMBING SUPPLY COMPANY INC	S3741323.001	02/07/2025	PLUMBING FOR GC	01-16-11-6212	68338	27.74
SHERWIN WILLIAMS	0069-1	02/13/2025	PAINT FOR MAYORS BATHRO	01-16-11-6212	68355	82.29
UNIFIRST CORPORATION	1880165936	02/13/2025	MAINTENANCE UNIFORMS	01-16-11-7308	1685	8.19
AMERENUE	55031-62002-01/31/25	02/13/2025	ELECTRIC CITY HALL JAN 25	01-16-11-6250	DFT0010252	4,804.73
WALTER KNOLL FLORIST	INV24999	02/13/2025	PLANT MAINTENANCE MARC	01-16-11-6212	68358	80.00

Division 11 - ADMINISTRATIVE Total: 5,963.51

Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total: 5,963.51

Department: 21 - POLICE

Division: 11 - ADMINISTRATIVE

MISSOURI POLICE CHIEFS ASSOCIATION	18520-JM	02/07/2025	ANNUAL CHIEFS CONFER RE	01-21-11-6265	68325	390.00
UNIFIRST CORPORATION	1880164748	02/07/2025	MAINTENANCE UNIFORMS	01-21-11-7308	1657	8.19
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES POLICE 12/21/	01-21-11-6253	68333	54.50
T MOBILE USA	972253619-01/21/25	02/07/2025	PD PHONES AND TABLETS PD	01-21-11-6253	68334	34.74
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-21-11-5234	1637	295.05
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-21-11-5235	1637	25.82
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-21-11-5236	1637	212.81

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS AREA POLICE CHIEFS ASSOCIATION	HARTMAN2025	02/07/2025	2025 MEMBERSHIP RENEWA	01-21-11-6262	68330	50.00
UNIFIRST CORPORATION	1880165936	02/13/2025	MAINTENANCE UNIFORMS	01-21-11-7308	1685	8.19
Division 11 - ADMINISTRATIVE Total:						1,079.30
Division: 21 - INVESTIGATION						
T MOBILE USA	972253619-01/21/25	02/07/2025	PD PHONES AND TABLETS PD	01-21-21-6253	68334	-19.76
T MOBILE USA	972253619-01/21/25	02/07/2025	PD PHONES AND TABLETS PD	01-21-21-6253	68334	77.51
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-21-21-5234	1637	200.25
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-21-21-5235	1637	17.51
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-21-21-5236	1637	146.01
Division 21 - INVESTIGATION Total:						421.52
Division: 22 - PATROL						
TRAFFIC CONTROL COMPAN	068705	02/07/2025	20 TRAFFIC CONES	01-21-22-9503	68335	546.60
VALVOLINE LLC	251311	02/07/2025	OIL CHANGE FOR CAR 2413	01-21-22-6210	68337	57.18
VALVOLINE LLC	251449	02/07/2025	OIL CHANGE FOR CAR 2408	01-21-22-6210	68337	40.98
SUNTRUP FORD INC	487647	02/07/2025	1 SPARK PLUG FOR CAR 2417	01-21-22-6210	68332	6.58
G & J AUTOMOTIVE	5799067	02/07/2025	2 DURANGO -TRAFFIC CAR RI	01-21-22-6210	68315	568.50
LEON UNIFORM CO INC	625144	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	383.00
LEON UNIFORM CO INC	626624-04	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	383.00
LEON UNIFORM CO INC	630501	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	159.12
LEON UNIFORM CO INC	633424-01	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	98.00
LEON UNIFORM CO INC	635600	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	68.00
LEON UNIFORM CO INC	635711	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	234.98
LEON UNIFORM CO INC	635807	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	286.00
LEON UNIFORM CO INC	636206	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	150.00
LEON UNIFORM CO INC	636256	02/07/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	1646	153.00
T MOBILE USA	972253619-01/21/25	02/07/2025	PD PHONES AND TABLETS PD	01-21-22-6253	68334	18.24
CDW LLC	AC3UC9Y	02/07/2025	1 ZEBRA MOBILE PRINTER	01-21-22-9503	1639	869.33
DEFENDER PRODUCT SOLUTIONS, LLC	DPS-25-012	02/07/2025	Changeover Labor & Equipm	01-21-22-9502	1640	3,475.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-21-22-5234	1637	970.29
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-21-22-5235	1637	84.90
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-21-22-5236	1637	651.09
Division 22 - PATROL Total:						9,203.79
Department 21 - POLICE Total:						10,704.61

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Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
MISSOURI DEPARTMENT OF NATURAL RESOURCES	34602505210	02/07/2025	MISSOURI CLEAN WATER LA	01-31-11-6202	1650	250.00
US BANK EQUIPMENT FINANCE	547684738	02/07/2025	COPIER LEASE & MAINTENA	01-31-11-6213	68336	331.50
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES PW ADMIN 12/	01-31-11-6253	68333	168.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-31-11-5234	1637	123.44
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-31-11-5235	1637	10.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-31-11-5236	1637	81.22
DREXEL TECHNOLOGIES INC	INV153114	02/07/2025	COPIER LEASE/MAINTENANC	01-31-11-6213	1641	84.15
MUNICIPAL LEAGUE OF METRO ST LOUIS	1	02/13/2025	MSD PROJECT CLEAR 101 - D.	01-31-11-6261	68349	20.00
MISSOURI ONE CALL SYSTEM INC	5010155	02/13/2025	UTILITY LOCATES JANUARY 2	01-31-11-6211	1675	5.40
Division 11 - ADMINISTRATIVE Total:						1,074.98
Division: 41 - STREET MAINTENANCE						
MISSOURI AMERICAN WATER CO	1017-210041240477-01/16/	02/07/2025	599 S NEW BALLAS RD IRRIG	01-31-41-6254	68322	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-01/16/	02/07/2025	298 N NEW BALLAS RD 11/2	01-31-41-6254	68322	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-01/16/	02/07/2025	333 S NEW BALLAS RD IRRIG	01-31-41-6254	68322	14.99
MISSOURI AMERICAN WATER CO	1017-210041240477-01/16/	02/07/2025	631 S NEW BALLAS RD IRRIG	01-31-41-6254	68322	20.18
CITY OF BALLWIN	1095	02/07/2025	SIGN FOR DIESEL TANK	01-31-41-6212	68312	25.00
WM NOBBE & COMPANY IN	11027377	02/07/2025	TRACTOR OIL FILTER	01-31-41-6211	68339	19.60
NB WEST CONTRACTING CO	18393	02/07/2025	COLD MIX	01-31-41-7305	68326	438.75
NB WEST CONTRACTING CO	18418	02/07/2025	COLD MIX PWG	01-31-41-7305	68326	306.45
UNIFIRST CORPORATION	1880164754	02/07/2025	PW UNIFORMS WEEK OF 01/	01-31-41-7308	1657	67.54
HOTSY UNLIMITED INC	24556	02/07/2025	HOTSY HOSE	01-31-41-6212	68316	148.26
DEKA SERVICE	38657741	02/07/2025	PWG OFFICE HEATER REPAIR	01-31-41-6212	68314	365.22
SUNTRUP FORD INC	487654	02/07/2025	215 HOSE	01-31-41-6210	68332	24.85
SUNTRUP FORD INC	487669	02/07/2025	215 PARTS TUBE - HEAT	01-31-41-6210	68332	12.19
SAFETY KLEEN SYSTEMS INC	96462845	02/07/2025	DIESEL EXHAUST FLUID	01-31-41-6210	68329	129.38
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES STREETS 12/21	01-31-41-6253	68333	123.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-31-41-5234	1637	174.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-31-41-5235	1637	15.30
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-31-41-5236	1637	127.47

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Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
LUBY EQUIPMENT SERVICES	PSO098768	02/07/2025	GAS STRUT	01-31-41-6211	68319	52.50
MIDWESTERN SAFETY EQUIPMENT COMPANY INC	046000	02/13/2025	GLOVES	01-31-41-7308	68342	81.75
MISSOURI AMERICAN WATER CO	1017-210041135520-01/29/	02/13/2025	198 N NEW BALLAS RD IRRIG	01-31-41-6254	68344	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-01/29/	02/13/2025	6 BEACON HILL LN IRRIG 12/	01-31-41-6254	68344	14.99
MISSOURI AMERICAN WATER CO	1017-210041135520-01/29/	02/13/2025	1030 N LINDBERGH BLVD 12/	01-31-41-6254	68344	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-01/29/	02/13/2025	160 N NEW BALLAS RD IRRIG	01-31-41-6254	68344	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-01/29/	02/13/2025	533 N NEW BALLAS RD IRRIG	01-31-41-6254	68344	28.90
MISSOURI AMERICAN WATER CO	1017-210041135520-01/29/	02/13/2025	451 N NEW BALLAS RD IRR3	01-31-41-6254	68344	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-01/29/	02/13/2025	740 N NEW BALLAS RD IRR1S	01-31-41-6254	68344	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	996 E RUE DE LA BANQU 11/	01-31-41-6254	68343	82.23
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	1000 BARNES WEST DR FRFL	01-31-41-6254	68343	118.03
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	309 S NEW BALLAS RD IRRIG	01-31-41-6254	68343	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	241 S NEW BALLAS RD IRRIG	01-31-41-6254	68343	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	201 N NEW BALLAS RD IRRIG	01-31-41-6254	68343	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	12015 OLIVE BLVD IRRIG 11/	01-31-41-6254	68343	100.52
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	145 S NEW BALLAS RD IRRIG	01-31-41-6254	68343	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	11702 OLIVE BLVD IRRIG 11/	01-31-41-6254	68343	50.26
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	12301 CONWAY RD IRRIG 11	01-31-41-6254	68343	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	12536 OLIVE BLVD IRRIG 11/	01-31-41-6254	68343	49.03
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	12136 OLIVE BLVD IRRIG 11/	01-31-41-6254	68343	100.52
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	12015 OLIVE BLVD IRRIG 12/	01-31-41-6254	68347	201.04
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	12301 CONWAY RD IRRIG 12	01-31-41-6254	68347	36.77
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	309 S NEW BALLAS RD IRRIG	01-31-41-6254	68347	40.36
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	241 S NEW BALLAS RD IRRIG	01-31-41-6254	68347	40.36

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	145 S NEW BALLAS RD IRRIG	01-31-41-6254	68347	40.36
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	201 N NEW BALLAS RD IRRIG	01-31-41-6254	68347	40.36
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	12536 OLIVE BLVD IRRIG 12/	01-31-41-6254	68347	98.06
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	11702 OLIVE BLVD IRRIG 12/	01-31-41-6254	68347	100.52
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	996 E RUE DE LA BANQU 12/	01-31-41-6254	68347	239.04
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	1000 BARNES WEST DR FRFL	01-31-41-6254	68347	220.57
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	12136 OLIVE BLVD IRRIG 12/	01-31-41-6254	68347	201.04
MISSOURI AMERICAN WATER CO	1017-210041240477-01/28/	02/13/2025	631 S NEW BALLAS RD IRRIG	01-31-41-6254	68346	40.36
MISSOURI AMERICAN WATER CO	1017-210041240477-01/28/	02/13/2025	333 S NEW BALLAS RD IRRIG	01-31-41-6254	68346	29.98
MISSOURI AMERICAN WATER CO	1017-210041240477-01/28/	02/13/2025	298 N NEW BALLAS RD 12/2	01-31-41-6254	68346	40.36
MISSOURI AMERICAN WATER CO	1017-210041240477-01/28/	02/13/2025	599 S NEW BALLAS RD IRRIG	01-31-41-6254	68346	40.36
CHUCKS ACQUISITION CO LL	13-0003128	02/13/2025	BOOTS FOR J VANDERBECK	01-31-41-7308	1671	194.99
SITEONE LANDSCAPE SUPPLY HOLDING LLC	149758380-001	02/13/2025	RAIN BIRD SMART CONTROL	01-31-41-9503	68356	149.97
CHARTER COMMUNICATION	173942001020125	02/13/2025	PW GARAGE TV WIFI FEB 25	01-31-41-6253	1667	144.86
UNIFIRST CORPORATION	1880165941	02/13/2025	PW UNIFORMS WEEK OF 02/	01-31-41-7308	1685	70.66
AMERENUE	55031-62002-01/31/25	02/13/2025	ELECTRIC STREET DEPT JAN 2	01-31-41-6250	DFT0010252	1,154.87
AMERENUE	55031-62002-01/31/25	02/13/2025	ELECTRIC STREET LIGHTING J	01-31-41-6251	DFT0010252	10,801.31
AMERENUE	02/11/2025	02/18/2025	1201 FERNVIEW STREET SIG	01-31-41-6251	68360	14.99
POMPS TIRE SERVICE INC	1310179563	02/18/2025	318 TIRES	01-31-41-6210	1693	1,448.64
ABLE VENDING REPAIR	2-11-25	02/18/2025	VEDNING MACHINE REPAIR -	01-31-41-6212	68359	150.00
Division 41 - STREET MAINTENANCE Total:						18,474.45
Division: 43 - PARKS MAINTENANCE						
MISSOURI AMERICAN WATER CO	1017-210041240477-01/16/	02/07/2025	203 TOWNSEND ST 11/26/24	01-31-43-6254	68322	12.06
MISSOURI AMERICAN WATER CO	1017-210041240477-01/16/	02/07/2025	11370 ST PAUL ST PARK 11/2	01-31-43-6254	68322	55.10
MISSOURI AMERICAN WATER CO	1017-210041240477-01/16/	02/07/2025	10620 COUNTRY VIEW DR 11	01-31-43-6254	68322	21.16
WM NOBBE & COMPANY IN	11027377	02/07/2025	TRACTOR OIL FILTER	01-31-43-6211	68339	6.53
UNIFIRST CORPORATION	1880164754	02/07/2025	PW UNIFORMS WEEK OF 01/	01-31-43-7308	1657	22.52
SUNTRUP FORD INC	487654	02/07/2025	215 HOSE	01-31-43-6210	68332	8.28
SUNTRUP FORD INC	487669	02/07/2025	215 PARTS TUBE - HEAT	01-31-43-6210	68332	4.06
SAFETY KLEEN SYSTEMS INC	96462845	02/07/2025	DIESEL EXHAUST FLUID	01-31-43-6210	68329	43.12

Council Report of Invoices Paid Listing

Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES PARKS 12/21/2	01-31-43-6253	68333	44.72
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-31-43-5234	1637	88.06
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-31-43-5235	1637	7.71
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-31-43-5236	1637	64.21
LUBY EQUIPMENT SERVICES	PSO098768	02/07/2025	GAS STRUT	01-31-43-6211	68319	17.50
WHOLESALE PLUMBING SUPPLY COMPANY INC	S3738623.001	02/07/2025	REPLACEMENT FAUCETS FOR	01-31-43-6212	68338	511.75
MIDWESTERN SAFETY EQUIPMENT COMPANY INC	046000	02/13/2025	GLOVES	01-31-43-7308	68342	27.25
MISSOURI AMERICAN WATER CO	1017-210013559299-01/24/	02/13/2025	12301 CONWAY RD 12/30/2	01-31-43-6254	68345	16.59
MISSOURI AMERICAN WATER CO	1017-210041135520-01/29/	02/13/2025	902 MASON RD 12/20/24-1/	01-31-43-6224	68344	20.81
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	601 COEUR DE VILLE DR 11/	01-31-43-6254	68343	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-01/10/	02/13/2025	12100 CONWAY RD PARK 11/	01-31-43-6254	68343	59.95
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	12100 CONWAY RD PARK 12/	01-31-43-6254	68347	105.13
MISSOURI AMERICAN WATER CO	1017-210041137908-01/30/	02/13/2025	601 COEUR DE VILLE DR 12/	01-31-43-6254	68347	40.36
MISSOURI AMERICAN WATER CO	1017-210041240477-01/28/	02/13/2025	10620 COUNTRY VIEW DR 12	01-31-43-6254	68346	37.75
MISSOURI AMERICAN WATER CO	1017-210041240477-01/28/	02/13/2025	203 TOWNSEND ST 12/28/24	01-31-43-6254	68346	96.77
MISSOURI AMERICAN WATER CO	1017-210041240477-01/28/	02/13/2025	11370 ST PAUL ST PARK 12/2	01-31-43-6254	68346	108.27
CHARTER COMMUNICATION	173942001020125	02/13/2025	PW GARAGE TV WIFI FEB 25	01-31-43-6253	1667	48.28
UNIFIRST CORPORATION	1880165941	02/13/2025	PW UNIFORMS WEEK OF 02/	01-31-43-7308	1685	23.55
PHILIBERT SECURITY SYSTEMS INC	355930	02/13/2025	CENTRAL STATION MONITOR	01-31-43-6224	68351	39.95
AMERENUE	55031-62002-01/31/25	02/13/2025	ELECTRIC PARKS DEPT JAN 25	01-31-43-6250	DFT0010252	1,956.08
POMPS TIRE SERVICE INC	1310179563	02/18/2025	318 TIRES	01-31-43-6210	1693	482.88

Division 43 - PARKS MAINTENANCE Total: 3,990.58

Department 31 - PUBLIC WORKS Total: 23,540.01

Department: 32 - COMMUNIITY DEVELOPMENT

Division: 11 - ADMINISTRATIVE

T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES PLNING 12/21/	01-32-11-6253	68333	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-32-11-5234	1637	74.29
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-32-11-5235	1637	6.51

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-32-11-5236	1637	45.39
MCLAUGHLIN COURT REPORTING SERVICES INC	020525-1	02/13/2025	P&Z #24-034 727 N NEW BA	01-32-11-6202	1674	318.40
BRIDGE TOWER OPCO LLC	745757834	02/13/2025	P&Z PUBLIC NOTICE MTG 2-1	01-32-11-6260	1663	58.31
Division 11 - ADMINISTRATIVE Total:						527.65
Division: 61 - BUILDING DEPARTMENT						
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES BUILDING 12/2	01-32-61-6253	68333	123.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	01-32-61-5234	1637	186.01
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	01-32-61-5235	1637	16.28
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	01-32-61-5236	1637	127.53
Division 61 - BUILDING DEPARTMENT Total:						453.57
Department 32 - COMMUNIITY DEVELOPMENT Total:						981.22
Fund 01 - GENERAL FUND Total:						355,612.11
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	02-61-71-5234	1637	42.26
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	02-61-71-5235	1637	3.70
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	02-61-71-5236	1637	30.82
M & H CONCRETE	PAY APP #4	02/07/2025	2024 CONCRETE PAVEMENT	02-61-71-9510	68320	13,504.25
SHANNON & WILSON INC	153932	02/13/2025	PW SETTLEMENT STUDY - PR	02-61-71-9501	68354	614.00
SHANNON & WILSON INC	153933	02/13/2025	PW SETTLEMENT STUDY - PR	02-61-71-9501	68354	164.44
SCOTT'S POWER EQUIPMENT INC	323486	02/13/2025	20 cyd monster leaf vac	02-61-71-9516	1681	106,672.00
B32 ENGINEERING GROUP INC	3361CORR	02/13/2025	R-22 Switchover Rink Project	02-61-71-9506	68340	6,447.32
THOUVENOT WADE & MOERCHEN INC	89755	02/13/2025	FERNVIEW DR SIDEWALK PH	02-61-71-9510	1683	6,309.75
TRUCK CENTERS INC	V110006204	02/13/2025	Single Axle Two Ton Dump Tr	02-61-71-9516	1684	97,500.00
HORNER AND SHIFRIN INC	75114	02/18/2025	ENG BALLAS SDWLK PHASE	02-61-71-9510	1690	3,040.00
Division 71 - CIP Total:						234,328.54
Department 61 - CIP Total:						234,328.54
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						234,328.54

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Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 05 - PARKS & STORMWATER FUND						
Department: 61 - CIP						
Division: 71 - CIP						
MICHAEL E BLAES PC	24953	02/07/2025	ARCH SERVICES FOR LAKE SC	05-61-71-9506	1649	475.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	05-61-71-5234	1637	38.70
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD&D	05-61-71-5235	1637	3.38
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	05-61-71-5236	1637	28.22
BRADY CONSTRUCTION INC	PAY APP #4	02/07/2025	VENABLE PARK-RESTROOM C	05-61-71-9506	1638	22,428.85
BAX ENGINEERING	202496838	02/13/2025	SONA LANE PROJECT PAY AP	05-61-71-9509	1662	8,337.50
THOUVENOT WADE & MOERCHEN INC	89727	02/13/2025	VENABLE PARK SITE DESIGN	05-61-71-9506	1683	16,050.50

Division 71 - CIP Total: **47,362.15**

Department 61 - CIP Total: **47,362.15**

Fund 05 - PARKS & STORMWATER FUND Total: **47,362.15**

Fund: 06 - MUNICIPAL ENTERPRISE FUND

Department: 14 - COMMUNITY SERVICES

Division: 31 - ICE ARENA

MISSOURI AMERICAN WATER CO	1017-210013831700-01/21/	02/07/2025	11400 OLDE CABIN RD 12/19	06-14-31-6254	68323	1,006.46
NEW SYSTEM LLC	105611	02/07/2025	MISC RINK SUPPLIES DRC	06-14-31-7301	1651	39.88
MCMASTER CARR SUPPLY COMPANY	38584673	02/07/2025	DRC MISC MAINTENANCE SU	06-14-31-6212	1648	105.84
VESTIS GROUP INC	6170370092	02/07/2025	DRC MOP AND TOWEL SERVI	06-14-31-7301	1658	31.27
RHINE PARACO GAS OF ST LOUIS LLC	879592	02/07/2025	PROPANE FOR OLY	06-14-31-7307	1654	170.19
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES GOLF 12/21/24	06-14-31-6253	68333	24.75
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES ICE RINK 12/21	06-14-31-6253	68333	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	06-14-31-5234	1637	63.39
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	06-14-31-5235	1637	5.54
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	06-14-31-5236	1637	46.21
AMERENUE	1801001713-01/17/25	02/10/2025	11400 OLDE CABIN ICE AREN	06-14-31-6250	DFT0010247	6,403.73
NEW SYSTEM LLC	106226	02/13/2025	MISC RINK SUPPLIES DRC	06-14-31-7301	1679	512.45
CHARTER COMMUNICATION	173955201020125	02/13/2025	DRC TV & INTERNET FEB 25	06-14-31-6255	1666	173.18
MURPHY COMPANY	290137	02/13/2025	Ice Plant Preventive Mainten	06-14-31-6211	1677	3,612.50
US BANK EQUIPMENT FINANCE	547685107	02/13/2025	DRC PRINTER USE CHARGES	06-14-31-6213	68357	93.62
VESTIS GROUP INC	6170372439	02/13/2025	DRC MOP AND TOWEL SERVI	06-14-31-7301	1686	31.27

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Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210013831861-02/04/	02/18/2025	11400 OLDE CABIN FIRE SER	06-14-31-6254	68362	75.68
NEW SYSTEM LLC	106268	02/18/2025	MISC RINK SUPPLIES DRC	06-14-31-7301	1692	76.30
VESTIS GROUP INC	6170375056	02/18/2025	DRC MOP AND TOWEL SERVI	06-14-31-7301	1695	31.27
RHINE PARACO GAS OF ST LOUIS LLC	883397	02/18/2025	PROPANE FOR OLYQ	06-14-31-7307	1694	192.51
Division 31 - ICE ARENA Total:						12,720.79
Division: 32 - GOLF MAINTENANCE						
AMERENUE	0639074006-01/15/25	02/06/2025	11400 OLDE CABIN LAKE FO	06-14-32-6250	DFT0010249	13.13
AMERENUE	4863142006-01/15/25	02/06/2025	11400 OLDE CABIN GOLF FA	06-14-32-6250	DFT0010251	9.14
AMERENUE	7072604119-01/15/25	02/06/2025	11400 OLDE CABIN MAINT S	06-14-32-6250	DFT0010250	222.21
T MOBILE USA	971998911-01/21/25	02/07/2025	CITY PHONES GOLF MAINT 1	06-14-32-6253	68333	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	06-14-32-5234	1637	54.92
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	06-14-32-5235	1637	4.81
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	06-14-32-5236	1637	40.04
MTI DISTRIBUTING INC	1461615-00	02/13/2025	O-RING HYDRO LINE 648	06-14-32-6211	1676	0.81
SAFETY KLEEN SYSTEMS INC	96414283	02/13/2025	5W-30 OIL	06-14-32-6211	68353	231.78
MTI DISTRIBUTING INC	1461768-00	02/18/2025	HYDRO HOSE 648	06-14-32-6211	1691	58.34
ADVANCED TURF SOLUTIONS INC	SO1256901	02/18/2025	RANGER PRO	06-14-32-7303	1687	142.86
Division 32 - GOLF MAINTENANCE Total:						802.79
Division: 33 - PRO-SHOP						
AMERENUE	9601003815-01/15/25	02/06/2025	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0010248	1,483.40
VESTIS GROUP INC	6170370092	02/07/2025	DRC MOP AND TOWEL SERVI	06-14-33-7301	1658	22.02
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	06-14-33-5234	1637	20.24
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	06-14-33-5235	1637	1.77
CHARTER COMMUNICATION	173955201020125	02/13/2025	DRC TV & INTERNET FEB 25	06-14-33-6255	1666	74.22
US BANK EQUIPMENT FINANCE	547685107	02/13/2025	DRC PRINTER USE CHARGES	06-14-33-6213	68357	93.62
VESTIS GROUP INC	6170372439	02/13/2025	DRC MOP AND TOWEL SERVI	06-14-33-7301	1686	22.02
VESTIS GROUP INC	6170375056	02/18/2025	DRC MOP AND TOWEL SERVI	06-14-33-7301	1695	22.02
Division 33 - PRO-SHOP Total:						1,739.31
Division: 34 - FOOD SERVICES						
VESTIS GROUP INC	6170370092	02/07/2025	DRC MOP AND TOWEL SERVI	06-14-34-7301	1658	17.77
D AND D DISTRIBUTORS LLP	271679	02/13/2025	BEER FOR RESALE	06-14-34-8316	1673	171.00
D AND D DISTRIBUTORS LLP	271680	02/13/2025	SODA FOR RESALE	06-14-34-8317	1673	25.00
VESTIS GROUP INC	6170372439	02/13/2025	DRC MOP AND TOWEL SERVI	06-14-34-7301	1686	17.77
D AND D DISTRIBUTORS LLP	67250CR	02/13/2025	BEER CREDIT	06-14-34-8316	1673	-150.84
VESTIS GROUP INC	6170375056	02/18/2025	DRC MOP AND TOWEL SERVI	06-14-34-7301	1695	17.77

Council Report of Invoices Paid Listing

Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
PEPSICO BEVERAGE SALES LL	80640011	02/18/2025	SODA FOR RESALE	06-14-34-8317	68363	522.67
Division 34 - FOOD SERVICES Total:						621.14
Department 14 - COMMUNITY SERVICES Total:						15,884.03
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						15,884.03
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LIFE	11-61-93-5234	1637	4.54
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	AD & D	11-61-93-5235	1637	0.40
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-01/14	02/07/2025	LTD	11-61-93-5236	1637	3.31
Division 93 - SEWER LATERAL Total:						8.25
Department 61 - CIP Total:						8.25
Fund 11 - SEWER LATERAL FUND Total:						8.25
Fund: 16 - DEBT SERVICE-POLICE BLDG.						
Department: 61 - CIP						
Division: 71 - CIP						
UMB BANK NA	CCE7-2 OF 2	02/07/2025	FY25 PRINCIPAL & INTEREST	16-61-71-8410	1656	102,993.76
UMB BANK NA	CCE7-2 OF 2	02/07/2025	FY25 PRINCIPAL & INTEREST	16-61-71-9514	1656	490,000.00
Division 71 - CIP Total:						592,993.76
Department 61 - CIP Total:						592,993.76
Fund 16 - DEBT SERVICE-POLICE BLDG. Total:						592,993.76
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - PUBLIC SAFETY						
MISSOURI AMERICAN WATER CO	1017-220023905711-01/22/	02/07/2025	350 N NEW BALLAS 12/19/2	19-21-23-6254	68324	172.28
NEW SYSTEM LLC	105640-01	02/07/2025	PD BUILDING SUPPLIES	19-21-23-6212	1651	595.32
NEW SYSTEM LLC	105868-01	02/07/2025	ICE MELT SHARED WITH PD	19-21-23-6212	1651	330.80
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9-DEC24	02/07/2025	PD SUMMARY BILLING 1225	19-21-23-6254	68321	104.30
RENTOKIL NORTH AMERICA INC	71443229	02/07/2025	PD PEST CONTROL MAINT-DE	19-21-23-6212	1653	70.40
WIEGMANN ASSOCIATES	84065	02/07/2025	SERVICE CALL-LOWER LEVEL	19-21-23-6212	1659	1,080.00
WIEGMANN ASSOCIATES	84088	02/07/2025	SEP QUART PREV MAINT INS	19-21-23-6211	1659	1,184.50
CITY OF EUREKA	CP25-1	02/07/2025	COMPREHENSIVE CRIME SCE	19-21-23-6261	68313	275.00
CHARTER COMMUNICATION	173957801020125	02/13/2025	PD VOICE FEB 25	19-21-23-6253	1668	297.88
CHARTER COMMUNICATION	173957801020125	02/13/2025	PD TV AND INTERNET FEB 25	19-21-23-6255	1668	261.75

Council Report of Invoices Paid Listing

Payment Dates: 2/6/2025 - 2/18/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-220023905773-02/04/	02/18/2025	350 N NEW BALLAS RD FIRE	19-21-23-6254	68361	139.70
DELL MARKETING LP	10799293105	02/18/2025	LAPTOP FOR COPPS	19-21-23-7331	1689	1,307.18
Division 23 - PUBLIC SAFETY Total:						5,819.11
Department 21 - POLICE Total:						5,819.11
Fund 19 - PUBLIC SAFETY FUND Total:						5,819.11
Grand Total:						1,252,007.95

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	355,612.11
02 - CAPITAL IMPROVEMENT FUND	234,328.54
05 - PARKS & STORMWATER FUND	47,362.15
06 - MUNICIPAL ENTERPRISE FUND	15,884.03
11 - SEWER LATERAL FUND	8.25
16 - DEBT SERVICE-POLICE BLDG.	592,993.76
19 - PUBLIC SAFETY FUND	5,819.11
Grand Total:	1,252,007.95

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5234	GROUP LIFE INSURANCE	43.20
01-11-13-5234	GROUP LIFE INSURANCE	25.90
01-11-13-5235	ACCIDENTAL DEATH INS	2.27
01-11-13-5236	DISABILITY INSURANCE	18.89
01-11-13-6264	IN TOWN MEETINGS	20.00
01-12-10-6201	LEGAL AND ACCOUNTIN	17,421.50
01-12-11-5234	GROUP LIFE INSURANCE	120.98
01-12-11-5235	ACCIDENTAL DEATH INS	10.58
01-12-11-5236	DISABILITY INSURANCE	71.36
01-12-11-6203	PROFESSIONAL SERVICE	13,239.52
01-12-11-6253	TELEPHONE	49.50
01-12-11-6271	MEDICAL SUPPLIES	436.90
01-12-14-5234	GROUP LIFE INSURANCE	42.35
01-12-14-5235	ACCIDENTAL DEATH INS	3.71
01-12-14-5236	DISABILITY INSURANCE	36.26
01-12-14-6201	LEGAL AND ACCOUNTIN	2,229.66
01-12-14-6213	OFFICE EQUIPMENT MAI	192.63
01-12-14-6253	TELEPHONE	24.75
01-13-11-5234	GROUP LIFE INSURANCE	82.74
01-13-11-5235	ACCIDENTAL DEATH INS	7.24
01-13-11-5236	DISABILITY INSURANCE	47.50
01-13-11-6202	TECHNICAL AND PERSO	0.50
01-13-11-6253	TELEPHONE	24.75
01-13-15-5230	HOSPITAL AND MEDICAL	16,133.80
01-13-15-6213	OFFICE EQUIPMENT MAI	60.00
01-13-15-6253	TELEPHONE	1,973.85
01-13-15-6255	CABLE TV AND INTERNE	328.09
01-13-15-6266	EQUIPMENT RENTAL	50.00
01-13-15-7312	OFFICE SUPPLIES	985.83

Account Summary

Account Number	Account Name	Payment Amount
01-13-51-5234	GROUP LIFE INSURANCE	28.19
01-13-51-5235	ACCIDENTAL DEATH INS	2.47
01-13-51-5236	DISABILITY INSURANCE	20.56
01-13-51-6202	TECHNICAL AND PERSO	1,845.00
01-13-51-6213	OFFICE EQUIPMENT MAI	99.99
01-13-51-6253	TELEPHONE	24.75
01-13-51-7331	COMPUTER HARDWARE	189.98
01-14-11-5234	GROUP LIFE INSURANCE	24.10
01-14-11-5235	ACCIDENTAL DEATH INS	2.12
01-14-11-5236	DISABILITY INSURANCE	17.58
01-14-11-6202	TECHNICAL AND PERSO	162.00
01-14-11-6203	PROFESSIONAL SERVICE	700.00
01-14-11-6213	OFFICE EQUIPMENT MAI	93.63
01-16-11-5234	GROUP LIFE INSURANCE	19.65
01-16-11-5235	ACCIDENTAL DEATH INS	1.72
01-16-11-5236	DISABILITY INSURANCE	14.33
01-16-11-6212	BUILDING AND GROUND	1,081.95
01-16-11-6250	ELECTRICITY	4,804.73
01-16-11-6253	TELEPHONE	24.75
01-16-11-7308	WEARING APPAREL AND	16.38
01-2102	FICA WITHHOLDING	41,199.56
01-2103	MEDICARE WITHHOLDIN	9,635.32
01-2104	FEDERAL TAX WITHHOL	31,622.18
01-2105	MISSOURI TAX WITHHOL	11,661.00
01-21-11-5234	GROUP LIFE INSURANCE	295.05
01-21-11-5235	ACCIDENTAL DEATH INS	25.82
01-21-11-5236	DISABILITY INSURANCE	212.81
01-21-11-6253	TELEPHONE	89.24
01-21-11-6262	DUES MEMBERSHIPS &	50.00
01-21-11-6265	TRAVEL & CONFERENCE	390.00
01-21-11-7308	WEARING APPAREL AND	16.38
01-2113	PAYROLL CHILD SUPPOR	184.62
01-21-21-5234	GROUP LIFE INSURANCE	200.25
01-21-21-5235	ACCIDENTAL DEATH INS	17.51
01-21-21-5236	DISABILITY INSURANCE	146.01
01-21-21-6253	TELEPHONE	57.75
01-21-22-5234	GROUP LIFE INSURANCE	970.29
01-21-22-5235	ACCIDENTAL DEATH INS	84.90
01-21-22-5236	DISABILITY INSURANCE	651.09
01-21-22-6210	VEHICLE MAINTENANCE	673.24
01-21-22-6253	TELEPHONE	18.24
01-21-22-7308	WEARING APPAREL AND	1,915.10

Account Summary

Account Number	Account Name	Payment Amount
01-21-22-9502	VEHICLES	3,475.00
01-21-22-9503	EQUIPMENT	1,415.93
01-2211	HEALTH INSURANCE	123,860.91
01-2213	DENTAL INSURANCE PAY	6,552.00
01-2215	INTENSIVE CARE/CANCE	367.80
01-2216	SUPPLEMENTAL LIFE	1,665.17
01-2218	VISION CARE	973.80
01-2222	SHORT TERM DISABILITY	723.40
01-2224	VISION CARE-COBRA	16.10
01-2225	HEALTH INS PREM PAID	3,862.61
01-2226	DENTAL INS PREM PAID	204.04
01-2312	401 - ICMA	833.70
01-2318	ICMA ROTH 457	6,356.87
01-2319	ICMA ROTH IRA	676.92
01-2321	457 - VOYA	2,021.88
01-2322	457 - ICMA	10,936.17
01-2323	MOST PROGRAM	785.00
01-2324	ICMA LOAN REPAYMENT	536.18
01-2806	OLIA REIMBURSABLE RE	2,852.90
01-31-11-5234	GROUP LIFE INSURANCE	123.44
01-31-11-5235	ACCIDENTAL DEATH INS	10.80
01-31-11-5236	DISABILITY INSURANCE	81.22
01-31-11-6202	TECHNICAL AND PERSO	250.00
01-31-11-6211	EQUIPMENT MAINTENA	5.40
01-31-11-6213	OFFICE EQUIPMENT MAI	415.65
01-31-11-6253	TELEPHONE	168.47
01-31-11-6261	EDUCATION & TRAINING	20.00
01-31-41-5234	GROUP LIFE INSURANCE	174.80
01-31-41-5235	ACCIDENTAL DEATH INS	15.30
01-31-41-5236	DISABILITY INSURANCE	127.47
01-31-41-6210	VEHICLE MAINTENANCE	1,615.06
01-31-41-6211	EQUIPMENT MAINTENA	72.10
01-31-41-6212	BUILDING AND GROUND	688.48
01-31-41-6250	ELECTRICITY	1,154.87
01-31-41-6251	STREET LIGHTING	10,816.30
01-31-41-6253	TELEPHONE	268.61
01-31-41-6254	WATER AND SEWER	2,231.35
01-31-41-7305	STREET & SIDEWALK MA	745.20
01-31-41-7308	WEARING APPAREL AND	414.94
01-31-41-9503	EQUIPMENT	149.97
01-31-43-5234	GROUP LIFE INSURANCE	88.06
01-31-43-5235	ACCIDENTAL DEATH INS	7.71

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-5236	DISABILITY INSURANCE	64.21
01-31-43-6210	VEHICLE MAINTENANCE	538.34
01-31-43-6211	EQUIPMENT MAINTENA	24.03
01-31-43-6212	BUILDING AND GROUND	511.75
01-31-43-6224	TAPPMAYER HOUSE MAI	60.76
01-31-43-6250	ELECTRICITY	1,956.08
01-31-43-6253	TELEPHONE	93.00
01-31-43-6254	WATER AND SEWER	573.32
01-31-43-7308	WEARING APPAREL AND	73.32
01-32-11-5234	GROUP LIFE INSURANCE	74.29
01-32-11-5235	ACCIDENTAL DEATH INS	6.51
01-32-11-5236	DISABILITY INSURANCE	45.39
01-32-11-6202	TECHNICAL AND PERSO	318.40
01-32-11-6253	TELEPHONE	24.75
01-32-11-6260	ADVERTISING	58.31
01-32-61-5234	GROUP LIFE INSURANCE	186.01
01-32-61-5235	ACCIDENTAL DEATH INS	16.28
01-32-61-5236	DISABILITY INSURANCE	127.53
01-32-61-6253	TELEPHONE	123.75
02-61-71-5234	GROUP LIFE INSURANCE	42.26
02-61-71-5235	ACCIDENTAL DEATH INS	3.70
02-61-71-5236	DISABILITY INSURANCE	30.82
02-61-71-9501	BUILDINGS AND IMPRO	778.44
02-61-71-9506	PARK AND RECREATION	6,447.32
02-61-71-9510	STREETS	22,854.00
02-61-71-9516	CAPITAL EQUIPMENT	204,172.00
05-61-71-5234	GROUP LIFE INSURANCE	38.70
05-61-71-5235	ACCIDENTAL DEATH INS	3.38
05-61-71-5236	DISABILITY INSURANCE	28.22
05-61-71-9506	PARK DEVELOPMENT PR	38,954.35
05-61-71-9509	STORMWATER PROJECTS	8,337.50
06-14-31-5234	GROUP LIFE INSURANCE	63.39
06-14-31-5235	ACCIDENTAL DEATH INS	5.54
06-14-31-5236	DISABILITY INSURANCE	46.21
06-14-31-6211	EQUIPMENT MAINTENA	3,612.50
06-14-31-6212	BUILDING AND GROUND	105.84
06-14-31-6213	OFFICE EQUIPMENT MAI	93.62
06-14-31-6250	ELECTRICITY	6,403.73
06-14-31-6253	TELEPHONE	49.50
06-14-31-6254	WATER AND SEWER	1,082.14
06-14-31-6255	CABLE TV AND INTERNE	173.18
06-14-31-7301	CHEMICALS & CLEANING	722.44

Account Summary

Account Number	Account Name	Payment Amount
06-14-31-7307	GASOLINE, PROPANE &	362.70
06-14-32-5234	GROUP LIFE INSURANCE	54.92
06-14-32-5235	ACCIDENTAL DEATH INS	4.81
06-14-32-5236	DISABILITY INSURANCE	40.04
06-14-32-6211	EQUIPMENT MAINTENA	290.93
06-14-32-6250	ELECTRICITY	244.48
06-14-32-6253	TELEPHONE	24.75
06-14-32-7303	HORTICULTURAL SUPPLI	142.86
06-14-33-5234	GROUP LIFE INSURANCE	20.24
06-14-33-5235	ACCIDENTAL DEATH INS	1.77
06-14-33-6213	OFFICE EQUIPMENT MAI	93.62
06-14-33-6250	ELECTRICITY	1,483.40
06-14-33-6255	CABLE TV AND INTERNE	74.22
06-14-33-7301	CHEMICALS & CLEANING	66.06
06-14-34-7301	CHEMICALS & CLEANING	53.31
06-14-34-8316	BEER	20.16
06-14-34-8317	COFFEE,TEA & SOFT DRI	547.67
11-61-93-5234	GROUP LIFE INSURANCE	4.54
11-61-93-5235	ACCIDENTAL DEATH INS	0.40
11-61-93-5236	DISABILITY INSURANCE	3.31
16-61-71-8410	DEBT INTEREST PAYMEN	102,993.76
16-61-71-9514	DEBT PRINCIPAL PAYME	490,000.00
19-21-23-6211	EQUIPMENT MAINTENA	1,184.50
19-21-23-6212	BUILDING AND GROUND	2,076.52
19-21-23-6253	TELEPHONE	297.88
19-21-23-6254	WATER AND SEWER	416.28
19-21-23-6255	CABLE TV AND INTERNE	261.75
19-21-23-6261	EDUCATION & TRAINING	275.00
19-21-23-7331	COMPUTER HARDWARE	1,307.18
Grand Total:		1,252,007.95

Project Account Summary

Project Account Key	Payment Amount
None	1,175,414.78
19701E	6,309.75
200E	6,447.32
216E	475.00
218E	38,479.35
411E	8,337.50
60022E	13,504.25

Project Account Summary

Project Account Key
604E

Grand Total:

Payment Amount
3,040.00
1,252,007.95

ACH payments not included on last Invoices Paid Listing

+\$8,262.06 (Ameren: \$5,453.99 1/23/25; Spire: \$2,808.07 1/24 & 1/30)
+\$3,204.23 (Ameren: \$152.78; Spire: \$3,051.45) 2/3/25
=\$1,263,474.24

RESOLUTION NO. 1773

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A “SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT” WITH THE PARKWAY SCHOOL DISTRICT

WHEREAS, the PARKWAY SCHOOL DISTRICT (DISTRICT) desires the services of the School Resource Officer (SRO) in its schools; and

WHEREAS, the City desires to provide SRO services for the DISTRICT; and

WHEREAS, the Community in general benefits from programs that involve “police in schools”; and

WHEREAS, the DISTRICT and the CITY have a history of cooperation in providing a quality service to the citizens of our communities; and

WHEREAS, the DISTRICT and the CITY have been committed to the SRO Program since January 1, 1998.

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

Section 1: The agreement between the **Parkway School District** and the City is hereby approved. The Agreement, in the amount of **\$318,763.00**, in the form of Exhibit A is approved and the City Administrator is authorized to execute the agreement with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Amendment.

Section 2: This Resolution shall take effect upon approval.

ADOPTED THIS _____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN, MAYOR

ATTEST:

KELLIE HENKE, CITY CLERK

CREVE COEUR POLICE – PARKWAY SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER (SRO) PROGRAM

AGREEMENT

This agreement entered into by and between the PARKWAY SCHOOL DISTRICT (the “DISTRICT”) and the CITY OF CREVE COEUR (the CITY); witnessed that;

WHEREAS, the DISTRICT desires the services of a School Resource Officer (SRO) in its schools; and
WHEREAS, the CITY desires to provide SRO services for the DISTRICT; and

WHEREAS, the Community in general benefits from programs that involve “police in schools”; and

WHEREAS, the DISTRICT and the CITY have a history of cooperation in providing a quality service to the citizens of our communities; and

WHEREAS, the DISTRICT and the CITY have been committed to the SRO PROGRAM since January 01, 1998:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND THE CITY AS FOLLOWS:

1. The objective of the SRO PROGRAM is to assist the DISTRICT in providing a safe environment for the students, staff, and citizens who interact with the DISTRICT. The CREVE COEUR POLICE DEPARTMENT’S SCHOOL RESOURCE OFFICER will respond to the needs of the various DISTRICT schools (Classes K – 9) located within the City and will regularly make contact with and assist the staff and students. The functions provided by the police department will include, but not be limited to:
 - Serving as a problem-solving resource for the students, faculty, and staff.
 - Enforcing DISTRICT policies and guidelines as they relate to security and safety issues.
 - Providing assistance to the DISTRICT in dealing with individuals and /or conditions that may pose a threat to DISTRICT personnel, students, and/or property.
 - Providing patrol activities and performing other duties that are deemed appropriate by the DISTRICT and CREVE COEUR POLICE DEPARTMENT (The “POLICE DEPARTMENT”).
 - Coordinating law enforcement functions with support units of the POLICE DEPARTMENT.
 - Providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentations, etc.
 - Interacting with students, to make a difference, as well as ensuring their safety and security.
2. The DISTRICT and POLICE DEPARTMENT will work collaboratively to evaluate the SRO job description, qualifications, and criteria for evaluating the SRO assigned to the DISTRICT.
3. The POLICE DEPARTMENT shall detach one (1) uniformed police officer from its regular police force and assign this officer to the DISTRICT where he/she shall function as the “SCHOOL RESOURCE OFFICER”. The officer assigned to the program shall be jointly selected by the DISTRICT and the DEPARTMENT.

- a. The officer performing these services shall be considered an employee of the CITY and not an employee of the DISTRICT, and said officer shall follow the policies and procedures of the CITY OF CREVE COEUR and the POLICE DEPARTMENT.
 - b. The DISTRICT shall have primary services of the SRO throughout the regular school year, with the understanding that the assigned officer performs other SRO/Juvenile Officer functions “as needed” by the POLICE DEPARTMENT.
 - c. Normal duty (work hours) for the SRO during the school year shall consist of forty (40) hours per week, 7:30 a.m. to 3:30 p.m., Monday through Friday. Duty hours may be modified based upon need, and agreeable to both the POLICE DEPARTMENT and the DISTRICT.
 - d. The DISTRICT will provide an office area, office supplies, and basic equipment and office supplies for the SRO to perform their duties while at the school.
 - e. The POLICE DEPARTMENT reserves the right to call the SRO into service during any emergency, or police operation that would require additional manpower, providing it does not cause a problem with scheduling or a program being conducted.
 - f. The SRO will return to the POLICE DEPARTMENT for assignment through the summer months. If the school district feels that they need the use of the SRO for summer school, it will be up to the Chief of Police and the school administration to work out the details and cost.
4. The CITY and the DISTRICT hereby agree to immediately extend the SRO Program. This renewed agreement shall be considered a 3-year agreement, but in order to bring the timelines of this AGREEMENT in line with “agreements” between the DISTRICT and other police agencies, and at the request of the DISTRICT, this AGREEMENT shall commence on July 1, 2025 and end on June 30, 2028.
 5. The DISTRICT agrees to pay to the CITY **Three-hundred eighteen thousand seven-hundred sixty-three dollars (\$318,763.00)** for the period of July 1, 2025 thru June 30, 2028 as described below. The DISTRICT’S financial share shall increase by five percent (5%) the first year beginning on July 1, 2025 and ending on June 30, 2023. Each consecutive year thereafter, the DISTRICT’S financial share shall increase by five percent (5%) as shown below. Equal payments regarding the DISTRICT’S annual share shall be made quarterly by the DISTRICT to the CITY. The calendar quarters shall end on the last day of the months of March, June, September, and December. The POLICE DEPARTMENT shall provide the DISTRICT a “Notice of Invoice” each quarter in time to reasonably process the required payment.

Year #1	Year #2	Year #3
July 1, '25 – June 30, '26	July 1, '26 – June 30, '27	July 1, '27 – June 30, '28
\$101,115.00 Total	\$106,170.00 Total	\$111,478.00 Total
Or	or	Or
\$25,278.75 Per Quarter	\$26,542.50 Per Quarter	\$27,869.50 Per Quarter

6. The DISTRICT further agrees to fund training specifically related to the SRO program up to the amount of \$1,350. The CITY bears financial responsibility for the balance of all costs pertaining to the salary and benefits of the SRO.
7. To enhance community building and the development of skills for all school staff, the SRO will participate in school professional development activities as appropriate to their work. This includes, but is not limited to technology changes, safety management and intruder training, social justice and trauma-informed care, engagement with students and parents on safety topics and social-emotional mental health issues, training to be provided and paid for by the Parkway School District.
8. Either party may terminate this agreement upon written notice to the individuals signing said agreement. Said termination shall take effect 48 hours after written notice.
9. The POLICE DEPARTMENT shall provide a supervisor of the rank of sergeant or above who shall function as a liaison between the DEPARTMENT and the DISTRICT. The DEPARTMENT liaison will not be assigned to the DISTRICT. This liaison will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The DEPARTMENT liaison and DISTRICT representative will meet regularly to monitor and evaluate the progress of the program. The SRO shall receive performance coaching and evaluation in accordance with the CITY OF CREVE COEUR and POLICE DEPARTMENT policies.
10. The POLICE DEPARTMENT shall make available one (1) marked police vehicle for use by the School Resource Officer.
11. All police sensitive records regarding the program and all criminal justice records will be maintained by the CREVE COEUR POLICE DEPARTMENT. School administrative records will be maintained by the DISTRICT.
12. This agreement acknowledges that this is a general outline of resources the City will provide but is not intended to create any liability or duty on part of the City to provide police protection beyond its normal duties.
13. It is acknowledged that the CITY is insured for the purposes of general liability, professional liability and Worker's Compensation/employer liability.

IN WITNESS WHEREOF, We have hereunto set our hands this _____ day of _____, 2025

PARKWAY SCHOOL DISTRICT

Attest:

By _____

School Board President

CITY OF CREVE COEUR

Approved:

Mark Perkins, City Administrator

Attest:

Kellie Henke, City Clerk



Jeffrey Hartman <jhartman@crevecoeurmo.gov>

Fwd: SRO Vaclavik Annual Evaluation

1 message

Geoffrey Schultz <gschultz@crevecoeurmo.gov>

Thu, May 2, 2024 at 8:54 AM

To: Jeffrey Hartman <jhartman@crevecoeurmo.gov>, Timothy Koncki <tkoncki@crevecoeurmo.gov>

Chief and Captain,

I wanted to share this feedback with you regarding SRO Vaclavik from Dr. Martin:

----- Forwarded message -----

From: **Kevin M. Martin** <kmartin2@parkwayschools.net>

Date: Wed, May 1, 2024 at 7:38 PM

Subject: Re: SRO Vaclavik Annual Evaluation

To: Geoffrey Schultz <gschultz@crevecoeurmo.gov>

Hi Lt. Schultz,

Thanks for reaching out. Where to begin?! SRO Mike is truly an asset and amazing to our school community. We couldn't do it without him. Not only does he fit right in but he gets middle schoolers. People feel safe with him and have no issue letting him know of concerns and issues. He is always responsive and talks to the school staff in a way that they understand. He builds excellent relationships with our scholars and even continues to go above and beyond with his Jr. Police Academy. Dr. Marty, Superintendent, was very impressed with this program and would love to see others do it. SRO Mike is one of a kind. If you ever need someone to speak at the City Council about the positive impact SRO Mike makes on our school community, please know that I am happy to do so. We would be lost without him!

Thanks for asking and if there is anything you need from us, please let me know.

Enjoy your Wednesday!

Kevin

Best,

Kevin M. Martin, Ed.D.

Principal

Parkway Northeast Middle

kmartin2@parkwayschools.net

o (314) 415-7101

c (314) 800-8196

f (314) 415-7113

On Wed, May 1, 2024 at 5:46 PM Geoffrey Schultz <gschultz@crevecoeurmo.gov> wrote:

Dr. Martin,

Our department's evaluation period starts on May 1, 2023, and ends on April 30, 2024. Currently, I am working on Michael Vaclavik's annual evaluation. Do you have any feedback or information that you would like me to include in his report?

Thank you for taking the time to provide your valuable input.

Respectfully,



Geoff Schultz

Lieutenant • **Creve Coeur Police Department**

350 N. New Ballas Rd. | Creve Coeur, MO | 63141

314.442.2073 | gschultz@crevecoeurmo.gov



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MEMORANDUM

DATE: January 29, 2025

TO: Mark Perkins, City Administrator

FROM: Jeffrey Hartman, Chief of Police

SUBJECT: Parkway School District School Resource Officer Agreement

History

The Parkway School District and the Creve Coeur Police Department have had a partnership since 1998 wherein the Police Department assigns a Police Officer for Parkway Northeast Middle School and Bellerive Elementary School. The Officer serves in the role of School Resource Officer (SRO).

Purpose

The SRO position allows the Police Department to take a proactive approach to safety in the schools and relationship-building with youth in the community. Examples of expectations of the SRO include:

- Assisting school officials with their efforts to enforce Board of Education policies and procedures.
- Provides visibility in the school which enhances an atmosphere of safety and reduces opportunities for unwitnessed crime.
- Assists school staff in situations where a student, or occasionally a parent, are experiencing a heightened emotional state or a mental health crisis.
- Provide counsel to students and parents on various topics.
- Becomes involved in the students' lives as a positive role model by participating in school functions, facilitating a Junior Police Academy, and educating students by teaching topics related to law and public safety in the classrooms.
- Establishes and maintains a close partnership with school administrators to provide a safe school environment.

It is also important to note that by continuing this partnership, it continues the opportunity for an SRO and the students to build trust and bridge gaps between the Police Department and the community. We believe that building those relationships helps to prevent juvenile delinquency.

The position has been an asset to the school district, students, district administrators, and the Law Enforcement community. The Police Department would like to continue our participation in the School Resource Officer Program for the Parkway School District. We regularly receive positive feedback which reaffirms our commitment that our presence enhances the safety within the school and helps to build bridges between the police and youth. We believe the partnership created between the Creve Coeur Police Department and the Parkway School District has been a positive one with many benefits to the community, school, and the city.

The School Resource Officer

Officer Mike Vaclavik has been our School Resource Officer since the fall of 2021. Officer Vaclavik has had positive interactions with students at the school on a daily basis and the Police Department has received positive feedback from the school district regarding his role in the schools.

Financial Contract

The contract is for a period of three years, beginning July 1, 2025, and ending June 30, 2028. The salary reimbursement figures used for this agreement are based on 75% of Officer Vaclavik's current salary and benefits. Year 1 reflects the current salary and benefits. Years 2 & 3 increase by 5% each year.

Over the three-year duration of this agreement, the Parkway School District agrees to reimburse the City a total of three hundred eighteen thousand seven hundred sixty-three dollars (\$318, 763).

Attachments: EXHIBIT A: 2025 – 2028 SRO Agreement with PSD
EXHIBIT B: Email – Feedback from PSD regarding SRO Vaclavik
EXHIBIT C: Resolution – SRO Agreement with PSD

RESOLUTION NO. 1774

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A ONE-YEAR CONTRACT EXTENSION WITH ONE VISION, LLC TO SUPPLY AND PLANT TREES ON VARIOUS CITY PROJECT SITES AND THE “SHARED COST STREET TREE PROGRAM” FOR FY2026 FOR AN AMOUNT OF \$40,000.00

WHEREAS, the City of Creve Coeur plans to plant trees on four city project sites, and

WHEREAS, the pricing identified in One Vision LLC’s bid will also be used for planting trees in Parks and for the Street Tree Cost Share Program, and

WHEREAS, the purchase and installation of trees and bushes along City streets and within the City’s parks will offer an opportunity to beautify the City; and

WHEREAS, these services were competitively bid in July of 2024 per the requirements outlined in the City of Creve Coeur Code of Ordinances, and

WHEREAS, One Vision LLC, submitted the lowest and best bid, and it is in the best interest of the city to extend the current contract for an additional year,

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

Section 1: A one-year extension of the agreement between **One Vision, LLC** and the City of Creve Coeur to supply and plant trees for the “Shared Cost Tree Planting Program” and various locations in the public rights-of-way **for an amount of \$40,000.00** is hereby approved. The agreement as executed shall be consistent with the provisions and intent of this Resolution and in the form of an acceptance letter to One Vision, LLC. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

ADOPTED THIS _____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 11, 2025

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public works

SUBJECT: Recommendation to Approve a One-year Extension to the Current Tree Planting Agreement with One Vision LLC for Tree Planting at Various Project Sites and Park & Street Tree Planting Programs

For the past two years One-Vision LLC, has been the low bidder for supplying and planting trees in rights-of-ways, parks and other city properties. One Vision LLC has provided excellent pricing and performed well. One Vision LLC, also provides high quality plant stock.

City staff contacted Bob Stoltman with One Vision LLC in early February 2025 to determine if they were interested in a one-year extension to the current tree planting agreement. A signed copy of the letter of interest related to the one-year extension is attached for your convenience. In addition, a copy of the approved resolution, signed FY2025 agreement, and the most recent bid tab are also attached.

Recommendation

Due to the quality of work and reasonable pricing, Public Works staff recommends approving a one-year extension to the FY2025 agreement with One Vision LLC to supply and plant trees for the city projects listed above, as well as for the "Shared Cost Tree Planting Program," in the amount of \$40,000.00. Funding is available in each project account to cover these costs. Additionally, staff recommends approving the pricing provided in One Vision LLC's bid for park planting and street tree planting for the fall 2025 planting season.

Historically, the city plants about 30-40 trees each year through the cost share program. Additional tree planting projects such as replacing the Ash trees on the Olive/I-270 interchange and in medians along Olive Blvd. are also planned for FY2026. Funding is available in both the Park and Street budgets to support the annual planting for these projects.



city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539
www.crevecoeurmo.gov

Friday, February 7, 2025

Mr. Robert Stoltman Jr.
One Vision, LLC
95 Main St.
St. Charles, MO 63301

RE: Tree Planting Contract Extension

Dear Mr. Stoltman,

I hope this message finds you well. Following up on our recent phone conversation, I am writing to confirm our discussion regarding a one-year extension of our current Tree Planting services contract. The City is excited about the opportunity to continue our partnership and appreciates your willingness to extend the contract for another year.

As mentioned, we are planning several significant planting projects, in addition to our annual Street Tree Cost Share program, and we look forward to your continued involvement in these initiatives.

Please sign below to confirm your agreement to the one-year extension, and kindly return a signed copy to me at your earliest convenience. Upon receipt, we will proceed with submitting the signed letter and associated legislation for Council review and approval.

Thank you once again for your continued support. I look forward to your response.

Sincerely,

James H. Heines
Director of Public Works

Mr. Robert J. Stoltman Jr.
One Vision, LLC

Cc: Mark Perkins, City Administrator

RESOLUTION NO. 1739

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ONE VISION LLC. TO SUPPLY AND PLANT TREES ON VARIOUS CITY PROJECT SITES AND THE "SHARED COST STREET TREE PROGRAM" FOR FY2025 FOR AN AMOUNT OF \$28,305.00

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place to live, work, and drive, and

WHEREAS, the City of Creve Coeur plans to plant trees on four city project sites, and

WHEREAS, the pricing identified in One Vision LLC's bid will also be used for planting trees in Parks and for the Street Tree Cost Share Program, and

WHEREAS, the purchase and installation of trees and bushes along City streets and within the City's parks will offer an opportunity to beautify the City; and

WHEREAS, these services have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances, and

WHEREAS, One Vision LLC, submitted the lowest and best bid, which provides for a three-year term, during which the unit bid price for trees and bushes will remain constant,

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

Section 1.

The Contract between One Vision LLC, and the City, attached hereto as "Exhibit A," is hereby approved and the execution is hereby authorized. The Contract as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 22ND DAY OF JULY, 2024.

ATTEST:
KELLIE HENKE
CITY CLERK



Signed by:

DR. ROBERT HOFFMAN
MAYOR

"EXHIBIT A"

PROJECT MANUAL



TREE PURCHASE AND PLANTING SERVICES 2024

Responses to This Invitation to be Publicly Opened and Read:
Tuesday, July 16, 2024 at 2 p.m. local time

Approval:

James H. Heines
James H. Heines
Director of Public Works

6/24/2024
Date

Dated: June 25, 2024

CITY OF CREVE COEUR – DEPARTMENT OF PUBLIC WORKS

300 North New Ballas Road Creve Coeur, Missouri 63141 314-872-2533

INVITATION FOR BIDS

Sealed Bids, in duplicate, for services related to the **2024 Tree Purchase and Planting Services** in the City of Creve Coeur, Missouri, will be received by Mr. James Heines, Director of Public Works, at the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur, Missouri 63141, until **2:00 PM CST, Tuesday, July 16, 2024**, at which time the bids will be publicly opened and read aloud. Late bids will not be accepted and will be returned to the sender, unopened.

The city is planning multiple planting projects this fall. The first is to supply and plant approximately 9 trees at Millennium Park. The second is to supply and plant trees on a city owner property located at 1030 N. Lindbergh Blvd. The third is to supply and plant trees on a residential property at 11700 Tarrytown Dr. The fourth is to supply and plant trees in Venable Park, located at 10620 Countryview Dr. The final planting project is to supply and plant trees at various locations in the City's rights-of-way (ROW). The exact quantity and location of these trees will be determined by how many applicants participate in the "Shared Cost Tree Planting Program". Final Quantities will be confirmed approximately four (4) weeks prior to the fall planting. The City will provide the Contractor with a list of street addresses indicating the locations for the plantings.

Project Manuals will be available beginning **Tuesday, June 25, 2024**. For viewing or download visit the city of Creve Coeur website bid page. Questions regarding this project should be directed to:

- Jim Heines, Director of Public Works, at jheines@crevecoeurmo.gov (314) 872-2538

The City reserves the right to reject any and all bids and to waive all informalities in Bids. No Bid may be withdrawn for a period of sixty (60) days, subsequent to the specified time for receipt of Bids and further agrees to the terms and conditions of this invitation and the Project Manual regarding the bidding process. No low Bidder shall have a business expectancy merely because their Bid is the lowest one received: until the contract has been awarded, no business expectancy exists. Bids may be withdrawn solely for demonstrated and verifiable clerical or typographical mistake, but not mistake of judgment. Bids may be considered unresponsive if they contain any material defect or deviation.

CITY OF CREVE COEUR

James H. Heines

Director of Public Works

BID PROPOSAL FORM

BID TIME: 2:00 p.m.

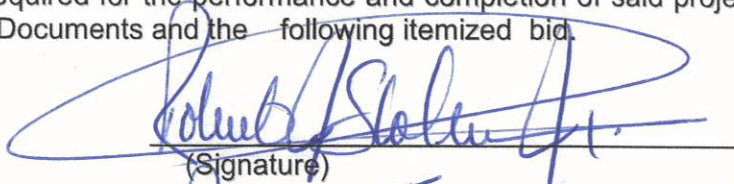
BID DATE: Tuesday, July 16, 2024

TO: THE CITY OF CREVE COEUR, MISSOURI

The undersigned, having carefully examined the site(s) of the work and having read and understood all of the Contract Documents, adding Addenda — through —, for the

2024 Tree Purchase and Planting Services

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion of said project in accordance with the said Contract Documents and the following itemized bid.


(Signature)

ROBERT J. STOLMAN, JR.
(Print Name)

ONE VISION, LLC
(Company Name)

95 MAIN ST.
(Address)

ST. CHARLES, MO. 63301
(City, State, and ZIP code)

636-723-8737
(Telephone Number)

(Seal if bid by Corporation)

ITEMIZED BID FORM

"Millennium Park Planting Project"

All trees for this project will be 2.5-3 inch caliper

Species	Quantity	Unit Cost	Item Subtotal
1. Redbud	<u>3</u>	\$ <u>420.00</u>	\$ <u>1,260.00</u>
2. Autumn Flame Red Maple	<u>3</u>	\$ <u>420.00</u>	\$ <u>1,260.00</u>
3. Bloodgood London Plain tree	<u>3</u>	\$ <u>420.00</u>	\$ <u>1,260.00</u>

Total cost to supply and plant Millennium Park trees: \$ 3,780.00

"1030 N. Lindbergh Blvd. Planting Project"

All trees for this project will be 6-8 ft. tall

Species	Quantity	Unit Cost	Item Subtotal
4. Green Giant Arborvitae	<u>15</u>	\$ <u>235.00</u>	\$ <u>3,525.00</u>

Total cost to supply and plant trees at 1030 N. Lindbergh Blvd.: \$ 3,525.00

"11700 Tarrytown Dr. Planting Project"
All trees for this project will be 2.5-3 inch caliper

Species	Quantity	Unit Cost	Item Subtotal
5. Kentucky Coffee Tree	<u>4</u>	\$ <u>420.00</u>	\$ <u>1,680.00</u>

Total cost to supply and plant 11700 Tarrytown Dr. trees: \$ 1,680.00

"Venable Park Planting Project"
All trees for this project will be 2.5-3 inch caliper

Species	Quantity	Unit Cost	Item Subtotal
6. Willow Oak	<u>6</u>	\$ <u>420.00</u>	\$ <u>2,520.00</u>

Total cost to supply and plant Venable Park trees: \$ 2,520.00

"Shared Cost Street Tree Planting Project"

	1"-1.5" Caliper In 15 Gal. Bucket Planted	2.5"-3" Caliper B & B Planted
Small Size Tree:		
1. Red Bud – Native	<u>315.00</u> Ea.	<u>420.00</u> Ea.
2. Snowdrift Crabapple	<u>315.00</u> Ea.	<u>420.00</u> Ea.
3. Service Berry (Tree)	<u>315.00</u> Ea.	<u>420.00</u> Ea.
4. Okame Cherry	<u>315.00</u> Ea.	<u>420.00</u> Ea.
Medium Size Tree:		
1. Thornless Hawthorn	<u>315.00</u> Ea.	420.00 Ea. 420.00 <i>RF</i>
2. American Hornbeam	<u>315.00</u> Ea.	<u>420.00</u> Ea.
3. Yellow Wood	<u>315.00</u> Ea.	<u>420.00</u> Ea.
4. Shantung Maple	<u>315.00</u> Ea.	<u>420.00</u> Ea.
Large Size Tree:		
1. Willow Oak	<u>315.00</u> Ea.	<u>420.00</u> Ea.
2. Cucumber Tree	<u>315.00</u> Ea.	<u>420.00</u> Ea.
3. Japanese Zelcova	<u>315.00</u> Ea.	<u>420.00</u> Ea.

Annually about 25 trees are planted in the ROW in front of Residential properties.

Parks and City Facility Planting

	1"-1.5" Caliper In 15 Gal. Bucket Planted	2.5"-3" Caliper B & B Planted
Trees		
1. Autumn Blaze Red Maple	<u>315.00</u> Ea.	<u>420.00</u> Ea.
2. Dawn Redwood	<u>315.00</u> Ea.	<u>420.00</u> Ea.
3. Weeping Willow	<u>315.00</u> Ea.	<u>420.00</u> Ea.
4. Golden Raintree	<u>315.00</u> Ea.	<u>420.00</u> Ea.
5. Celebration Maple	<u>315.00</u> Ea.	<u>420.00</u> Ea.
6. Tulip Poplar	<u>315.00</u> Ea.	<u>420.00</u> Ea.
7. Red Dogwood	<u>315.00</u> Ea.	<u>420.00</u> Ea.

ONE VISION, LLC

Contractor

ROBERT J. STOLTMAN, JR.

Bid Form Completed By

MANAGING PARTNER

Title

Bob@1visioncorp.com

Email

713.594.4881

Phone

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall be conducted on an as-needed basis during the fall planting season of fall 2024, as defined in the project Job Special Provisions.

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
 - \$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
 - \$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person

	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the procurement, supply, transport, and planting of select tree and bush species in Millennium Park, 1030 N. Lindbergh Blvd, 11700 Tarrytown Dr., and locations specified along public right-of-way lands and within public parks within the City of Creve Coeur. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

JOB SPECIAL PROVISIONS

These Job Special Provisions shall prevail over all other contract documents whenever in conflict therewith.

1.0 SCOPE OF WORK

- 1.1 The Work under this Contract generally consists of the procurement, transportation, and installation of various species of trees and bushes at specified locations as defined by the Director of Public Works.
- 1.2 The Work shall be completed within the fall or spring planting seasons, as defined in Provision 2.0 of these Job Special Provisions and as ordered by the Director of Public Works.

2.0 PLANTING SEASONS

- 2.1 All plantings included as part of this project shall be completed within the following dates:
 - 2.1.1. Fall 2024
 - 2.1.2. Fall planting season: **November 1 through November 30**
- 2.2 The actual planting shall be done during periods within the seasons specified above only when weather conditions are acceptable for such work, as determined by the Director of Public Works. Plantings shall not be allowed should the City determine that unsuitable planting conditions exist, such as abnormal or excessive temperatures or precipitation.
- 2.3 No plantings may occur outside of the planting seasons defined above unless directed otherwise, in writing, by the Director of Public Works.

3.0 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

- 3.1 The Contractor shall prepare and submit to the City a Traffic Control Plan, and this Traffic Control Plan must be approved by the City prior to Notice to Proceed.
- 3.2 The Contractor's work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions.
- 3.3 The Contractor shall provide, erect, move, and maintain traffic control devices in good condition as necessary to properly protect the job site and provide for safe and convenient public travel. This shall consist of furnishing, placing, and maintaining signs, flags, barricades, fences, drums, cones, temporary striping, and pavement marking, and furnishing flagmen in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall provide all signs, posts, channels, fasteners, barricades, fences, labor, and equipment to place the signs in accordance with the MUTCD, and as may be additionally required by the City. Any device that becomes damaged or unserviceable shall be promptly replaced by the Contractor.
- 3.4 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be necessary to maintain traffic and to protect the Work and the public. All labor, equipment and material necessary to accomplish this task shall be considered incidental.

- 3.5 No work that will disrupt travel on arterial or collector roadways (lane closures, lane shifts, trenching, etc.) shall be done between 7:00 AM and 9:00 AM or between 4:00 PM and 6:00 PM. Designation as an arterial or collector roadway shall be according to St. Louis County records unless otherwise superseded by the Director of Public Works.

4.0 CONTRACTOR'S WORK SCHEDULE

- 4.1 In all cases, the Contractor shall notify the Director of Public Works, sufficiently in advance of operations, in order to provide for suitable inspection of the preparation work performed by the Contractor. In no case will the Contractor be permitted to begin operations without prior approval by the Director of Public Works.
- 4.2 Due to the fact that work under this contract will be performed by the Contractor on primarily residential streets, the Contractor will only be allowed to perform construction activities Monday through Friday between 7:00 AM and 6:00 PM. All residential streets shall be reopened by 5:00 PM, except those streets that are bus routes, which shall be opened in time for the first bus.
 - 4.2.1. The Contractor shall not engage in any nighttime work on residential roadways without the prior written approval from the City. If such nighttime work is approved by the City, then such work must abide by the requirements of Section 4.4 below.
- 4.3 Work on project roadways is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift. No work may begin on any roadway prior to 7:00 AM.
 - 4.3.1. The Contractor must request approval from the Director of Public Works for longer working hours at least forty-eight (48) hours in advance of the work.
 - 4.3.2. In the event that prior approval was not approved and the Contractor stages his work such that the work day exceeds the typical eight-hour day, the Contractor shall become liable for any overtime charges required for the City to staff the inspection of the work. This liability shall extend to any third-party inspection agencies hired by the City for the observation and/or testing of the work.
- 4.4 No work that will disrupt travel on arterial or collector roadways (lane closures, lane shifts, trenching, etc.) shall be done between 7:00 AM and 9:00 AM or between 4:00 PM and 6:00 PM. Designation as an arterial or collector roadway shall be according to St. Louis County records unless otherwise superseded by the Director of Public Works.

5.0 RESPONSIBILITY FOR DAMAGED ITEMS

- 5.1 In accordance with Section 105.3 of the Standard Specifications, the Contractor is responsible for the maintenance of all items completed by him and his subcontractors until acceptance by The City of Creve Coeur, either partial or final, as provided for in Sections 105.15.1 and 105.15.2 of the Standard Specifications, respectively. Maintenance shall include removal and replacement of damaged items, either existing or newly constructed, or portions of items to the extent necessary for the work to fully comply with the specifications.
- 5.2 Damages to improvements by the Contractor's subcontractors and material suppliers are included and covered under this provision.

- 5.3 No work that will disrupt travel on arterial or collector roadways (lane closures, lane shifts, trenching, etc.) shall be done between 7:00 AM and 9:00 AM or between 4:00 PM and 6:00 PM. Designation as an arterial or collector roadway shall be according to St. Louis County records unless otherwise superseded by the Director of Public Works.

6.0 CONTRACTOR'S WORK SCHEDULE

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- 6.2 Due to the fact that work under this contract will be performed by the Contractor on primarily residential streets, the Contractor will only be allowed to perform construction activities Monday through Friday between 7:00 AM and 6:00 PM. All residential streets shall be reopened by 5:00 PM, except those streets that are bus routes, which shall be opened in time for the first bus.
 - 6.2.1. The Contractor shall not engage in any nighttime work on residential roadways without the prior written approval from the City. If such nighttime work is approved by the City, then such work must abide by the requirements of Section 4.4 below.
- 6.3 Work on project roadways is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift. No work may begin on any roadway prior to 7:00 AM.
 - 6.3.1. The Contractor must request approval from the Director of Public Works for longer working hours at least forty-eight (48) hours in advance of the work.
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- 6.4 No work that will disrupt travel on arterial or collector roadways (lane closures, lane shifts, trenching, etc.) shall be done between 7:00 AM and 9:00 AM or between 4:00 PM and 6:00 PM. Designation as an arterial or collector roadway shall be according to St. Louis County records unless otherwise superseded by the Director of Public Works.

TECHNICAL SPECIFICATIONS

The following technical specifications supplement the latest editions of the St. Louis County Standard Specifications for Highway Construction (Standard Specifications) and the Manual on Uniform Traffic Control Devices (MUTCD) and all revisions thereof, noted herein which govern the subject project.

Provisions for Method of Measurement and Basis of Payment in the Standard Specifications shall apply to this Contract, unless stated otherwise herein. In case of any conflict between any part or parts of the Standard Specifications and these Technical Specifications, these Technical Specifications shall take precedence and shall govern.

SECTION 1 – TREES

SECTION 2 – BUSHES

Any issues not specifically addressed by this technical specification shall be as described in Section 808 of the Standard Specifications. This technical specification shall take precedence over the Standard Specifications in the event that any conflicts or differences exist between the two.

Description.

This work shall consist of furnishing, transporting, and planting trees and bushes in the locations designated by the Director of Public Works.

Materials.

Plants: All plants must conform in size, proportion, size of root ball, and in general character to standards outlined by the American Association of Nurserymen.

All plants shall be balled and burlapped unless a container size is specified in the item name for that plant.

All plants shall be grown under climatic conditions as nearly approaching the site as possible. All plants shall have a normal habit of growth and shall be sound, healthy, and vigorous; be free of disease, insects, and larvae; and be free of defects such as knots, sun-scald, abrasions, or disfigurement.

All plants shall be nursery grown stock and shall be freshly dug. Heeled-in stock or stock from cold storage shall not be accepted.

Plants shall not be pruned prior to being delivered except as authorized by the Director of Public Works. Plant material shall be symmetrical, typical for the variety and species.

All plants marked "B & B" shall be balled and burlapped or grown in containers according to standard modern practice. No plants shall be accepted when the ball of earth surrounding its roots has been cracked or broken prior to or during the process of planting. When burlapped plants cannot be planted immediately on delivery, set on the ground and cover the balls well with soil, manure or other acceptable materials.

Specimen plants shall be approved by the City Arborist prior to planting. Bid prices should permit using specimen stock which is "better than average nursery row material," as determined by the City Arborist.

Measurements: The caliper of tree trunks shall be the diameter of the trunk measured six (6) inches above the natural surface of the ground.

Backfill Soil Mix: Soil used for backfill shall be a 50/50 mixture of topsoil and composted manure. The topsoil shall be from the local region.

The mixture shall be free from sticks, stones, and any other deleterious material

The soil mixture shall not be delivered in a mudd or frozen condition.

The quality and source of the soil mixture shall be approved by the Director of Public Works.

Surface Mulch: Surface mulch shall be shredded bark mulch, with chips and chunks ranging from 1" to 2.5" long, or the same in diameter, and shall be approved by the Director of Public Works prior to application on site.

Construction Methods.

Planting Trees and Bushes.

1. The Contractor shall excavate at the approved location of the plant and shall remove underground debris or other obstructions encountered. The Contractor shall then loosen the subgrade and check for drainage. It shall be the responsibility of the Contractor to notify the Director of Public Works prior to planting of all soil and drainage conditions which the Contractor considers detrimental to plant growth.
2. Plants are to be located as shown on plan or as directed by Director of Public Works. The Contractor shall stake out location for all plants and outlines for planting areas on the ground and obtain approval before any excavation is made. The Contractor shall make adjustment(s) to the locations and outlines as directed.
3. The holes for individual trees shall be circular with vertical sides and sufficient depth to provide for backfill soil below ball of roots. Pits for all trees shall be at least two (2) feet wider and no deeper than the soil ball.
4. The plants shall be set so that after settling, the crown of the plant is at same level as surrounding finished grade. Deep plantings, as determined by the Director of Public Works, are not acceptable. Each plant shall be placed in the center of an individual pit unless otherwise directed. Set plants vertically.
5. The backfill soil mix shall be placed in the bottom of all pits and compacted to the depth necessary to receive the plant. When the pit is two-thirds backfilled, the ball ties shall be cut at the base of the plant, and the burlap from the top third of the ball shall be removed.
6. The Contractor shall thoroughly water each plant as follows:
 - a) Do not compact earth by tramping in or tamping. Earth firming is best done by water alone, thereby effectively eliminating air pockets.

- b) Immediately after planting, apply water by open-ended hose at low pressure, thoroughly saturating the soil the same day of planting.
 - c) Finish off the grade leaving a basin around each plant; depth and size of basins to be in proportion to plants.
 - d) Plants to be vertical when placed, watered, and fully settled.
7. Trees shall be pruned on the site in accordance with modern standard practice. The Contractor shall prune to remove damaged branches, improve natural shape, thin out structure, and remove not more than 15% of branches. Remove horizontal or low hanging branches of street and parking lot trees to a height of 6' - 6". Bushes shall not be pruned by merely trimming all branches to an even height or globular shape.
 8. Excess Material: The Contractor shall haul away all excess materials, and these materials shall be disposed of in a responsible manner.
 9. Staking: All evergreen trees shall be staked. Where the Director of Public Works deems necessary, the Contractor shall stake deciduous trees for support in at least two (2) places. Stakes shall be metal T-post that are 5' long. Guy wire(s) may be used as long the bark of the tree is protected by some sort of rubber tubing, such as garden hose.

Mulching.

1. After planting in any bed, pit, or trench area is completed and approved, the Contractor shall spread a layer of surface mulch over the entire area to a minimum depth of three (3) inches for bushes and trees, or a minimum depth of one and a half (1 1/2) inches for ground covers and flowers, unless otherwise ordered by the Director of Public Works.
2. The Contractor shall thoroughly moisten mulch by sprinkling with water.

Clean Up.

1. Upon completion of the work, the Contractor shall clear the ground of all debris, superfluous materials, and equipment and remove them from the premises.

Inspections.

1. The City will make periodic inspections and upon request by the adjacent property owner, with or without notification to the Contractor.
2. All plants shall be subject to inspection and approval or rejection by the Director of Public Works. Rejected plants shall be removed by the Contractor and shall be replaced at Contractor's expense.
3. The Contractor shall notify the Director of Public Works for inspection of the planted materials. The request shall be in written form and received at least ten (10) calendar days before the anticipated date of inspection.
4. The Director of Public Works shall certify, in writing, as to the satisfaction and substantial completion of the plantings during the planting season. Materials and workmanship that are not acceptable, based on the sole judgment of the Director of Public Works, shall be deducted from payment.

Guarantee and Replacement.

1. The Contractor shall provide a 100% guarantee for all plants outlined in this contract for a full twelve (12) months. The guarantee period shall begin at the date of substantial completion, as determined by the Director of Public Works.

2. As soon as weather conditions permit and within a specific planting period, the Contractor shall replace all dead plants and all plants not in a vigorous, thriving condition as determined by the Director of Public Works during and at the end of the guarantee period. The plants shall be free of dead or dying branches, and branch tips shall bear foliage of a normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
3. The Contractor shall make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the City.
4. The Contractor shall make as many periodic inspections as necessary during the guarantee period, at no extra cost to the City, to determine what changes, if any, should be made to the City's maintenance program. The Contractor should submit, in writing, any recommended changes to the Director of Public Works.

Method of Measurement.

Trees and Bushes shall be measured according to the actual number of plantings completed and approved in place.

Basis of Payment.

This work will be paid for at the contract unit price each for "Trees" and "Bushes," of the species and size specified, complete in place, including all materials, equipment, tools, labor, and expenses incidental thereto.

Ten percent (10%) of the payment for completed and accepted work will be withheld from payment to the Contractor until the one-year guarantee period has elapsed.

Two weeks before the end of the guarantee period, the Contractor shall notify the City in written form that the guarantee period is about to expire and shall request the balance of payment.

Upon receipt of the Contractor's notice, the City shall conduct a final inspection of the plantings for which the guarantee period is about to expire. The City shall notify the Contractor of the results of this inspection, including any deficiencies found and/or replacements needed.

Based on the inspection and final acceptance, the adjusted balance payment will be made to the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

By: _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

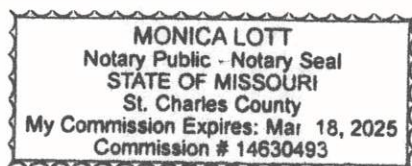
Date: _____

CONTRACTOR

By: _____
Signature

ROBERT J. STORMAN, Sr.
Printed Name

MANAGING PARTNER.
Title



(SEAL)

Attest: Monica Lott

Date: 7/8/24

FY2025 STREET TREE BID TABULATION

Millennium Park Planting Project

	Go Green Lawn & Landscape					MACC Contracting, Inc.				Waldbart Nursery				One Vision, LLC				Roden Landscaping				DJM Ecological Services Inc		
		Unit				Unit				Unit				Unit				Unit			Unit			
	Item	Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total
1	Redbud	3	\$895.00	\$2,685.00		3	\$850.00	\$2,550.00		3	\$ 700.00	\$ 2,100.00		3	\$ 420.00	\$ 1,260.00		3	\$ 575.00	\$ 1,725.00		3	\$ 678.00	\$ 2,034.00
2	Autumn Flame	3	\$895.00	\$2,685.00		3	\$850.00	\$2,550.00		3	\$ 700.00	\$ 2,100.00		3	\$ 420.00	\$ 1,260.00		3	\$ 575.00	\$ 1,725.00		3	\$ 644.00	\$ 1,932.00
3	Bloodgood London Plain tree	3	\$895.00	\$2,685.00		3	\$850.00	\$2,550.00		3	\$ 700.00	\$ 2,100.00		3	\$ 420.00	\$ 1,260.00		3	\$ 575.00	\$ 1,725.00		3	\$ 644.00	\$ 1,932.00
	Total Cost			\$8,055.00				\$7,650.00				\$ 6,300.00				\$ 3,780.00				\$ 5,175.00				\$ 5,898.00

1030 N Lindbergh Planting Project

	Go Green Lawn & Landscape					MACC Contracting, Inc				Waldbart Nursery				One Vision, LLC				Roden Landscaping				DJM Ecological Services Inc		
		Unit				Unit				Unit				Unit				Unit			Unit			
	Item	Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total
1	Green Giant Arborvitae	15	\$895.00	\$13,425.00		15	\$410.00	\$6,150.00		15	\$400.00	\$6,000.00		15	\$235.00	\$3,525.00		15	\$450.00	\$6,750.00		15	\$567.00	\$8,505.00
	Total Cost			\$13,425.00				\$6,150.00				\$6,000.00				\$3,525.00				\$6,750.00				\$8,505.00

11700 Tarrytown Dr. Planting Project

	Go Green Lawn & Landscape					MACC Contracting, Inc				Waldbart Nursery				One Vision, LLC				Roden Landscaping				DJM Ecological Services Inc		
		Unit				Unit				Unit				Unit				Unit			Unit			
	Item	Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total
1	Kentucky Coffee Tree	4	\$895.00	\$3,580.00		4	\$850.00	\$3,400.00		4	\$700.00	\$2,800.00		4	\$420.00	\$1,680.00		4	\$575.00	\$2,300.00		4	\$644.00	\$2,576.00
	Total Cost			\$3,580.00				\$3,400.00				\$2,800.00				\$1,680.00				\$2,300.00				\$2,576.00

Venable Park Planting Project

	Go Green Lawn & Landscape					MACC Contracting, Inc				Waldbart Nursery				One Vision, LLC				Roden Landscaping				DJM Ecological Services Inc		
		Unit				Unit				Unit				Unit				Unit			Unit			
	Item	Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total		Quantity	Cost	Total
1	Willow Oak	6	\$895.00	\$5,370.00		6	\$850.00	\$5,100.00		6	\$700.00	\$4,200.00		6	\$420.00	\$2,520.00		6	\$575.00	\$3,450.00		6	\$644.00	\$3,864.00
	Total Cost			\$5,370.00				\$5,100.00				\$4,200.00				\$2,520.00				\$3,450.00				\$3,864.00

Shared Cost Street Tree Planting Project

		Go Green Lawn & Landscape					MACC Contracting, Inc						Waldbart Nursery				One Vision, LLC				Roden Landscaping				DJM Ecological Services Inc				
	Item	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size
			1-1.5"	2.5-3 "			1-1.5"	2.5-3 "			1-1.5"	2.5-3 "			1-1.5"	2.5-3 "			1-1.5"	2.5-3 "			1-1.5"	2.5-3 "			1-1.5"	2.5-3 "	
	Small Size Trees		Caliper	Caliper			Caliper	Caliper			Caliper	Caliper			Caliper	Caliper			Caliper	Caliper			Caliper	Caliper			Caliper	Caliper	
1	RED BUD	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$678.00	B&B		
2	SNOWDRIFT CRABAPPLE	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$678.00	B&B		
3	SERVICE BERRY (TREE)	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$697.00	B&B		
4	OKAME CHERRY	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$697.00	B&B		
	Medium Size Trees																												
1	THORNLESS HAWTHORN	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$644.00	B&B		
2	AMERICAN HORNBEAM	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$644.00	B&B		
3	YELLOW WOOD	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$644.00	B&B		
4	SHANTUNG MAPLE	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$644.00	B&B		
	Large Size Trees																												
1	WILLOW OAK	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$644.00	B&B		
2	CUCUMBER TREE	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	n/a	B&B		
3	JAPANESE ZELKOVA	15 gal.	\$595.00		\$895.00	B&B	15 gal.	\$550.00	\$850.00	B&B	15 gal.	\$400.00	\$700.00	B&B	15 gal.	\$315.00	\$420.00	B&B	15 gal.		\$350.00	\$575.00	B&B	15 gal.	\$412.00	\$644.00	B&B		

PARKS AND CITY FACILITY PLANTING

	Go Green Lawn & Landscape					MACC Contracting, Inc					Waldbart Nursery					One Vision, LLC				Roden Landscaping				DJM Ecological Services Inc				
	Item	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size	Size	Unit Price		Size			
	Trees& Bushes		Caliper	Caliper			Caliper	Caliper			Caliper	Caliper			Caliper	Caliper			Caliper	Caliper			Caliper	Caliper				
1	AUTUMN BLAZE RED MAPLE	15 gal.	\$ 595.00	\$ 895.00	B&B	15 gal.	\$ 550.00	\$ 850.00	B&B	15 gal.	\$ 400.00	\$ 700.00	B&B	15 gal.	\$ 315.00	\$ 420.00	B&B	15 gal.	\$ 350.00	\$ 575.00	B&B	15 gal.	\$ 412.00	\$ 644.00	B&B			
2	DAWN REDWOOD	15 gal.	\$ 595.00	\$ 895.00	B&B	15 gal.	\$ 550.00	\$ 850.00	B&B	15 gal.	\$ 400.00	\$ 700.00	B&B	15 gal.	\$ 315.00	\$ 420.00	B&B	15 gal.	\$ 350.00	\$ 575.00	B&B	15 gal.	\$ 412.00	\$ 644.00	B&B			
3	WEEPING WILLOW	15 gal.	\$ 595.00	\$ 895.00	B&B	15 gal.	\$ 550.00	\$ 850.00	B&B	15 gal.	\$ 400.00	\$ 700.00	B&B	15 gal.	\$ 315.00	\$ 420.00	B&B	15 gal.	\$ 350.00	\$ 575.00	B&B	15 gal.	\$ 412.00	\$ 644.00	B&B			
4	GOLDEN RAINTREE	15 gal.	\$ 595.00	\$ 895.00	B&B	15 gal.	\$ 550.00	\$ 850.00	B&B	15 gal.	\$ 400.00	\$ 700.00	B&B	15 gal.	\$ 315.00	\$ 420.00	B&B	15 gal.	\$ 350.00	\$ 575.00	B&B	15 gal.	\$ 412.00	\$ 644.00	B&B			
5	CELEBRATION MAPLE	15 gal.	\$ 595.00	\$ 895.00	B&B	15 gal.	\$ 550.00	\$ 850.00	B&B	15 gal.	\$ 400.00	\$ 700.00	B&B	15 gal.	\$ 315.00	\$ 420.00	B&B	15 gal.	\$ 350.00	\$ 575.00	B&B	15 gal.	\$ 412.00	\$ 644.00	B&B			
6	TULIP POPLAR	15 gal.	\$ 595.00	\$ 895.00	B&B	15 gal.	\$ 550.00	\$ 850.00	B&B	15 gal.	\$ 400.00	\$ 700.00	B&B	15 gal.	\$ 315.00	\$ 420.00	B&B	15 gal.	\$ 350.00	\$ 575.00	B&B	15 gal.	\$ 412.00	\$ 644.00	B&B			
7	RED DOGWOOD	15 gal.	\$ 595.00	\$ 895.00	B&B	15 gal.	\$ 550.00	\$ 850.00	B&B	15 gal.	\$ 400.00	\$ 700.00	B&B	15 gal.	\$ 315.00	\$ 420.00	B&B	15 gal.	\$ 350.00	\$ 575.00	B&B	15 gal.	\$ 412.00	\$ 710.00	B&B			

RESOLUTION NO. 1775

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING A NEW FIVE-YEAR CONTRACT WITH REPUBLIC SERVICES OF BRIDGETON FOR SOLID WASTE, RECYCLING, AND YARD WASTE DISPOSAL

WHEREAS, the City Council of the City of Creve Coeur recognizes the need to provide solid waste, recycling and yard waste service to our residents; and

WHEREAS, City staff has researched the current market and a negotiated five-year extension of the existing contract with Republic Services makes the most sense, financially and otherwise; and

WHEREAS, the contract extension will commence on July 1, 2025 and terminate on June 30, 2030; and

WHEREAS, the services and pricing contained in the agreement were negotiated in the fall/winter of 2024/2025; and

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

Section 1. The City-Contractor Agreement between **Republic Services of Bridgeton** and the City, attached hereto as "Exhibit A," is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The Agreement as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

ADOPTED THIS _____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

“EXHIBIT A”

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
Units

 Industrial Permanent

 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: Courtland Hall, 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 Courtland Hall, 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: [Signature]
Title: General Manager

Subscribed and sworn to before me this 3rd day of December, ²⁰²⁴~~2016~~.

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 use 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:



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 tottransfer 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

RESOLUTION NO. 1776

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH MEYER ELECTRIC COMPANY, INC. FOR THE 2025 SOLAR LIGHTING PROJECT AT MILLENNIUM PARK PARKING LOT FOR THE NOT-TO-EXCEED CONTRACT LUMP SUM OF \$ 28,830.00.

WHEREAS, it is a goal of the City to provide security lighting within the parking lot at Millennium Park; and

WHEREAS, the City strives to provide solar lighting and poles installed within the grassed islands of the parking lot at Millennium Park; and

WHEREAS, this project and these improvements have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, Meyer Electric has provided the lowest and most responsible bid for the project.

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

Section 1. The Contract between Meyer Electric Company, Inc. and the City, attached hereto as "Exhibit A," with a not-to-exceed contract lump sum of \$28,830.00, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS _____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2025, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, Meyer Electric Company, Inc., with offices at 3513 North Ten Mile Drive, Jefferson City, MO 65109 (hereinafter called the "Contractor"). The project is identified as the **2025 Millennium Park Solar Lighting Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Performance Payment Bond
- 8) Construction Schedule
- 9) Missouri Annual Wage Order
- 10) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

- 11) The Saint Louis County Standard Specifications for Road and Bridge Construction, dated March 15, 2022, referred to herein as the “Standard Specifications” and applicable to the Work of this Contract by reference;
- 12) The St. Louis County Standard Drawings, dated April 29, 2020. These drawings shall be included in the reference to the “Standard Drawings” herein.
- 13) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. Furthermore, all definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence.

The Work shall be completed **on or before June 1, 2025**.

The Contractor’s Construction Schedule shall describe when each phase of the Work will be completed within the Time of Completion indicated above. The Contractor’s Construction Schedule cannot indicate a completion date that requires more time than what is indicated above. An extension of the Time of Completion can be made only through a Change Order from the City, in accordance with the General Conditions of the City-Contractor Agreement.

ARTICLE IV

The Contract Sum and Payments

The “Contract Sum” is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Proposal Form and the unit price bid by the Contractor in the Bid Proposal Form for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VI of this Agreement and made prior to the

execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Proposal Form or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be Twenty eight thousand eight hundred thirty Dollars and no Cents (\$28,830.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 8.960 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V
Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) A Construction Schedule for the Work in bar-chart format, which shall indicate the target dates for starting and completing the various stages of the Work on a street-by-street basis, and which shall comply with the times set forth in Article III.
- ~~(2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.~~
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.
- (5) Any missing bid documents.

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

(c) The Contractor shall be required to substantially finish portions of the Work, as designated by the Director of Public Works, prior to continuation of further work remaining on the project. This may include backfilling, restoration, or cleanup as designated by the Director of Public Works.

(d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of:

- five hundred dollars (\$500.00) for each calendar day the Contractor fails to comply with the Construction Schedule until the Director of Public Works determines that Substantial Completion of the Work has been achieved; and
- one hundred dollars (\$100.00) for each working day after both the completion date specified in the Construction Schedule has expired and the date that Substantial Completion has been achieved, until final completion and acceptance of the Work.

The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.

(e) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (d) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care

and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, but only as determined and approved by the Director of Public Works.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination of the City-Contractor Agreement

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including

additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage:	\$1,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination, including, but not limited to, Chapter 230 of the Code of Ordinances of the City of Creve Coeur, Missouri.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the Contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "Contractor") agrees, as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of

Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of Work generally includes new fencing at the Police Department within the City of Creve Coeur, Missouri. This work is more specifically described in the Technical Specifications.

The Work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

INSERT

***TABLE 1: SUMMARY OF CONTRACT QUANTITIES, CONTRACT UNIT
PRICE, AND CONTRACT SUM***

Leadsun solar light assemblies, four direct bury aluminum poles with two poles having single arm luminaire and two poles having double arm luminaires for the not-to-exceed lump sum amount of \$28,830.00.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 14, 2025

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Steve Berez, City Engineer/ Assistant Director of Public Works

SUBJECT: Recommendation of Award
2025 Solar Lighting at Millennium Park Parking Lot

Competitive bids have been evaluated for the Solar Lighting project for the parking lot at Millennium Park. City staff recommends entering into a contract with Meyer Electric Company for the project based upon their past work history and their lowest responsible bid for the work.

Project Discussion

City staff released this project to bid on December 23, 2024. Prior to bid release, City staff researched solar light assemblies from eight manufacturers. The bid documents included options for three manufacturers and also a provision for contractors to propose alternate manufacturers for the project. All lights will be installed at 16 feet above grade, 4,000k color temperature and with the light facing downward. Poles will be direct bury and be aluminum. All items will be black powder coated or similar.

Lead time for the solar light assemblies and aluminum poles is currently six to eight weeks. It is anticipated that installation of the new solar lights in the parking lot would occur in May of 2025.

Advertisement

The invitation for bids was posted to the City website, Drexel Technologies and invitations sent to interested contractors.

Bid Results

The City received eight (8) bids for the 2025 Solar Lighting Project at Millennium Park, which bids were publicly opened and read aloud at the Council Chambers on Tuesday, January 21, 2025 at 10:00 am. One bidder, Power Sync Solar, requested their bid be withdrawn. A letter of such request is attached as Exhibit B. Four contractors also provided pricing for alternate manufacturers. Following is a bid summary:

	Option Leadsun	Option First Light	Option Sol By Sunna	Alternate Fonroche	Alternate Grid Shift
Meyer Electric	\$ 22,185.00	\$64,400.00	\$53,202.00	No bid	No bid
Reinhold Electric	\$24,400.00	\$48,800.00	\$60,600.00	\$72,000.00	No bid
Kaemmerlen	\$27,170.00	\$46,150.00	\$54,180.00	No bid	No bid
Nooter Electric	\$34,563.00	\$45,836.00	\$65,646.00	\$146,055.00	No bid
Guarantee Electric	\$35,450.00	\$48,080.00	\$60,000.00	\$66,000.00	\$68,400.00
WYRIT	\$53,594.60	\$75,366.75	\$75,558.23	No bid	No bid
Bell Electric	No bid	No bid	No bid	\$165,960.00	No bid
Power Sync Solar*	\$32,452.16	\$26,551.96	\$11,800.80	No bid	No bid

* Power Sync Solar has requested that their bid be withdrawn. See Exhibit B.

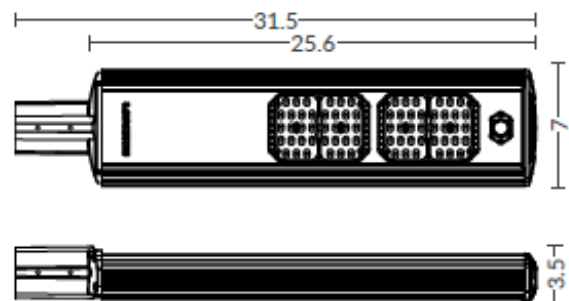
The staff estimate for this project was \$25,000, which was included in the Parks and Stormwater Fund, 05-61-71-9506.

Recommended Manufacturer for Solar Light Assembly

Staff recommends that a Leadsun solar light assembly be utilized for this project. Below is a stock picture of the luminaire and angled solar panel at the top of pole (pole will be black). To the right is a drawing of the luminaire, which is approximately 26" long by 7" wide by 3.5" tall. The solar panel is approximately 30" x 50".



RS50 / RS80



Project Financing

The proposed Project will be funded through the Parks and Stormwater Fund and is identified in the Capital Improvement Program as part of the Parks and Recreational Facilities line item. Funding is designated in the adopted FY2025 capital improvement budget in account 05-61-71-9506.

The lump sum cost of \$22,185.00 bid by Meyer Electric includes two poles with a luminaire on both sides (center two islands of the parking lot) and one pole with a single luminaire (east island of parking lot). Staff recommends that one additional pole with a single luminaire be added to the project to enhance the lighting near the main entrance to the park itself. This pole would be installed in the island in the drop off lane at the south end of the parking lot. The additional cost for this light and pole is \$6,645.00.

Recommendation

Due to their low bid for the work proposed and based on prior work history, City Staff recommends awarding the contract to Meyer Electric Company, Inc., the lowest responsible bidder, in the lump sum amount of \$ 28,830.00.

Attachments: Exhibit A – City – Contractor Agreement

Exhibit B – Power Sync Solar Bid Withdraw Letter

Exhibit B

Power Sync Solar, LLC

Connecting YOU to Solar Power

614 S Wall Ave, Ste 1
Joplin, MO 64801
417.262.6500



Withdraw of Solar Lighting Bid

Project Owner: City of Creve Coeur

Job Description: Solar Lighting Bid

To whom it may concern:

This letter serves as a formal withdraw of Power Sync Solar's bid, (submittal deadline of 1/31/25 or reasonably close) to install the solar lights for the City of Creve Coeur.

As explained to Steve Berecz over the phone, my understanding was that this project was for three different products and we submitted three bids. Due to the location and size of the actual project, it is below the threshold of project size that we would consider.

My sincere apologies for any inconvenience this may have caused and I do hope that we can serve you on a future project as our services may align with your needs.

Kind regards,

Andrea Arzet, Owner

A handwritten signature in black ink that reads "Andrea Arzet".

RESOLUTION NO. 1777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT (WORK ORDER #3) WITH REITZ & JENS, INC. FOR THE FINAL ENGINEERING DESIGN PHASE FOR THE BEAVER DRIVE CROSSING PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$107,045.00.

WHEREAS, the existing roadway culvert under Beaver Drive Crossing is in poor condition and at risk of failing; nearby homes are experiencing structural flooding and yard erosion; and existing gabion baskets are also failing,

WHEREAS, the City's Stormwater Program focuses on addressing risks associated with stormwater issues that impact public safety, public health, natural assets, public infrastructure, and private property; and

WHEREAS, Public Works staff has found that Reitz & Jens, Inc. has successfully completed preliminary engineering design services for this project and is well qualified for the design of culverts, streambank stabilization, and stormwater conveyance systems.

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

Section 1. The Standard Agreement (Work Order #3) between **Reitz & Jens, Inc.** and the City, attached hereto as "Exhibit A," with a not-to-exceed **contract sum of \$107,045.00**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The Agreement as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

ADOPTED THIS _____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

Exhibit A

ENGINEERING SERVICES ORDER NO. 3

In accordance with the Engineering Services Agreement ("Agreement") between City of Creve Coeur, Missouri ("Client") and Reitz & Jens, Inc. ("Engineer"), dated 4/29/2024, this Engineering Services Order describes the Project Management, Services, Schedule, and Method of Charging for the Engineer's Services on the project known as:

Beaver Drive Crossing Final Design

Client's Point of Contact:	Mr. Steven Berez, P.E., City Engineer
Address:	300 N. New Ballas Road
	Creve Coeur, Missouri 63141
Telephone No:	314-442-2084
E-mail:	sberez@crevecoeurmo.gov
Engineer's Point Of Contact:	Mr. Eric J. Karch, P.E., Principal
Address:	1055 Corporate Square Drive
	Creve Coeur, Missouri 63132
Telephone No:	Main: 314-993-4132 Cell: 314-603-8834
E-mail:	ekarch@reitzjens.com

Project Management and Services. The Project Management and Services provided under this Engineering Services Order are described in Exhibit A (attached).

Schedule. The tentative schedule for completion of the Services under this Engineering Services Order is outlined in Exhibit A and is to be determined.

Method of Charging. The method of charging for the Services under this Engineering Services Order is described in Exhibit A and Exhibit B. The fee for the Services will be invoiced a time-and-expenses basis. **The total fee for the Services will not exceed \$107,045 without the prior written approval of the Client.**

Terms and Conditions. The terms and conditions of the Agreement referenced above shall apply to this Engineering Services Order.

ACCEPTANCE of the terms of this Engineering Services Order is acknowledged by the following signatures of the Authorized Representatives of the parties to the Engineering Services Agreement.

City of Creve Coeur, Missouri

Signature: Mark Perkins, City Administrator

Date of Signature

Reitz & Jens, Inc.



Signature: Eric J. Karch, P.E., Principal

February 10, 2025

Date of Signature



February 10, 2025

EXHIBIT A

Dione Garson, PE
Civil Engineer
City of Creve Coeur Public Works
300 North New Ballas Road
Creve Coeur, MO 63141

Re: Work Order #3 – Beaver Drive Crossing
Final Design
City of Creve Coeur On-Call Stormwater Contract

Dear Ms. Garson:

We are pleased to offer the following proposal to provide final plans, specifications, and cost estimate suitable for bidding for the Beaver Drive Crossing stormwater improvement project located along Beaver Drive at Tealwood Drive in Creve Coeur, Missouri. This project will be completed under our On-Call Stormwater Contract with the City of Creve Coeur, dated April 29, 2024.

Project Goal

Reitz & Jens completed a Preliminary Engineering Study under Work Order 2 (WO2) for the City's Beaver Drive Crossing project (DC-C-02). The City of Creve Coeur would like to advance the recommended concept to final design and construction.

Scope of Services

Our scope of services to complete the Final Design will include the following:

- 1) The final design services will include all engineering required to develop plans and specifications that are suitable for bidding and construction of the improvements. The scope of work is based on the preliminary design plans that were approved by the City. The final design services will include:
 - a. We anticipate meeting with the City and attending three meetings to present and discuss the concept with impacted property owners (25, 27, 41, 45, and 48 Beaver Dr).
 - b. Survey services - topographic survey, title/easement searches, and temporary construction easement (TCE) exhibits were included in WO2. Our surveyor noted during the preliminary study that there were inconsistencies in the property boundary work completed to date along the subdivision lines, and that title/easement searches would be required to resolve them, but the City asked that we wait until final design to complete this work. Additional topographic survey will be needed to pickup private

utilities within the limits of work, and we assume a half-day of field work will be sufficient to complete that additional survey. TCEs have not yet been prepared, and additional TCEs beyond those already budgeted in WO2 are not anticipated. Subsurface utility exploration is not anticipated and is excluded.

- c. Floodplain Development Permit No Rise Certification – We assume that the flood study provided in the Preliminary Study meets City requirements and we assume it would require only minor modification, if any, so that it is consistent with the final culvert replacement design. We will submit a Floodplain Development Permit application and No Rise Certification to the City. Our fee assumes that this study will be approved by the City's Floodplain Administrator without review or input from FEMA.
- d. Hydrologic and Hydraulic (H&H) Calculations - Reitz & Jens will complete final H&H analysis and design of the culvert, tributary storm sewers, roadside ditch, rock sizing and other appurtenant improvements.
- e. Utility coordination – We will send plans to the utility companies for conflict review. Based on the utility research completed during WO2, our fee assumes there will be no conflict.
- f. Culvert – The preliminary study recommended a pre-cast concrete box culvert, and we assume the pre-cast manufacturer will provide the structure design for the culvert itself. However, our scope will include structural design and calculations for the reinforced concrete wingwalls.
- g. The Final Construction Documents submittal will include a 60%, 95%, and 100% submittal and will ultimately include plans, summary of quantities, technical specifications, temporary/permanent easements required for construction of the recommended improvements, and Engineer's Estimates of Probable Construction Costs. Specifications will be drafted for the 95% submittal. The plans will include a cover sheet, plan view, profile, sections, typical details required to adequately describe the scope of improvements. Planting plans are assumed to include only turfgrass or a native seed mix. Specifications and bid documents using the City's standard construction document package will also be developed. The plans and easements will be developed in AutoCAD, while the specifications will be developed in MSWord. Technical project specifications will be based on MSD standard specifications, and we will create job special provisions for unique items. Design will generally follow the Plan Preparation Guidelines of MSD as amended to meet the City of Creve Coeur requirements.
- h. Traffic control will include developing a narrative specification that provides general guidelines and requires the contractor to prepare a traffic control plan per MUTCD to the City for review/approval.

- i. After approval, we will provide three (3) sets of Bid Documents that will include Final Plans and Specifications.
- j. Permitting and regulatory approvals are assumed to include the following with permit fees to be paid or reimbursed by the City:
 - i. MSD plan review, which is expected to include MSD's basic plan review submittals as well as a hydraulic / flood study. Because the site disturbance is less than 1 acre, we assume that the project will not be subject to MSD's post-construction stormwater quantity or quality requirements. If MSD requires post-construction stormwater BMPs, a fee amendment may be required.
 - ii. City of Creve Coeur floodplain development permit.
 - iii. USACE 404/401 Permit, which we assume will be a nationwide permit.
- 2) Reitz & Jens can also provide bidding and construction phase engineering services as required to support the City. They could include construction phase engineering services such as bid evaluation, shop drawing review, responding to questions before or during construction, periodic field reviews of construction progress, construction quality control, and post construction monitoring for compliance with permit conditions. However, these services are excluded from our current scope

Assumptions and Clarifications

We have prepared this scope of services, schedule, and fee estimate based on the additional assumptions below. If any assumptions change, changes to our scope, schedule and/or fee may be required. Reitz & Jens scope of services assumes the following:

- 1) We assume no Federal Emergency Management Agency (FEMA) approval or interaction will be required because FEMA FIRM panel 29189C0192K shows that the project site is not located within a FEMA Special Flood Hazard Area (e.g. Zone A or AE floodplain).
- 2) Additional assumptions are provided within the Scope of Services above.

Proposed Fee & Schedule

Reitz & Jens' costs for the above scope of services will be billed to the City on an hourly basis in accordance with the attached rate schedule and breakdown of hours. Our fee for these services will not exceed **\$107,045** without the City's prior authorization. A spreadsheet detailing how we arrived at this fee is enclosed. We will begin working on these projects within two weeks of receiving authorization to proceed, and work with you to complete the project on a schedule that is acceptable to the City. We anticipate that design schedules will need to remain flexible to incorporate interaction and approvals from the adjacent property owners. We anticipate receiving Notice to Proceed in mid-March. The critical path is to then meet with the property owners and the City to validate the preliminary study alignment. Once approved, the surveyor

will begin title work / easement searches and will provide a revised property boundary drawing.

We look forward to working with the City of Creve Coeur on this project. If you have any questions or need additional information before issuing a contract for signature, please contact us at ekarch@reitzjens.com or (314)-993-4132.

Very truly yours,
REITZ & JENS, INC.



Eric Karch PE
PRINCIPAL

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FEE ESTIMATE

City of Creve Coeur - Beaver Drive Crossing - Final Design

Task Description	Principal	Senior Project Manager	Project Manager	Project Engineer	Staff Engineer / Project Geologist	CADD Technician	Engineering Technician IV	Engineering Technician II	Administrative Assistant	Total RJ Hours	Total RJ Fee	Expenses Allowances			
												Surveying	Reitz & Jens, Mileage	Reitz & Jens Other	Description of Other
2025 Hourly Rates	\$210	\$182	\$172	\$146	\$120	\$90	\$92	\$73	\$68						
Project Management (Kickoff, 8 Design Touch Base Meetings, Invoicing)	0	15	0	0	0	0	0	0	0	15	\$2,730		\$6		
Engagement Stakeholder Meetings	0	3	0	3	0	0	0	0	2	8	\$1,120		\$81		
Survey; Two (2) TCEs, and Title Reports (included in WO2 fee)	0	0	0	0	0	0	0	0	0	0	\$0	\$0			
Survey; Pickup private utilities	0	0	2	0	0	0	0	0	0	2	\$344	\$1,000			
Flood Study (Compeltd in WO2); No Rise Certification	0	1	0	0	0	0	0	0	0	1	\$182				
H&H Calcs - MSD pipe hydraulic gradeline and Water Quality BMPs for New Pavement (assumed to be grass channel credit)	0	2	0	16	0	0	0	0	0	18	\$2,700				
USACE 404 Permit Pre-App Mtg (Included in WO2 fee)	0	0	0	0	0	0	0	0	0	0	\$0		\$0		
Utility Coordination for No Conflict Letters, Relocation Design	0	0	0	0	3	0	0	0	3	6	\$564				
Develop 60% Typical, A-typical Sections, Details, Plan, Cost Estimate	7	46	88	52	0	124	0	0	16	333	\$44,818				
Geotechnical Borings and Design Parameters (Included in WO2 fee)										0	\$0				
95% Plans, Specs, and Cost Estimate	3	8	56	60	0	72	0	0	0	199	\$26,958				
Permits (MSD Plan Review, MSD Hydraulic/Flood Study, City Floodplain Development, USACE 404/401)	0	8	24	40	0	8	0	0	8	88	\$12,688				
Field Walkthrough w/ City	0	3	0	3	0	0	0	0	0	6	\$984		\$27		
100% Plans, Specs, and Cost Estimate	1	2	32	23	0	36	0	0	0	94	\$12,676				
Construction Management and CQA (Excluded at this time)	0	0	0	0	0	0	0	0	0	0	\$0				
TOTAL	11	88	202	197	3	240	0	0	29	770	\$105,764	\$1,000	\$114	\$0	

TOTAL REITZ & JENS FEE
TOTAL EXPENSES
15% MARKUP ON EXPENSES
CONTINGENCY (0%)

\$105,764

\$1,114

\$167

\$0

TOTAL ESTIMATE \$107,045

EXHIBIT B

ENGINEERING SERVICES AGREEMENT REITZ & JENS, INC.

THIS AGREEMENT (the "Agreement") is entered into this 29 day of April 2024 by and between CITY OF CREVE COEUR, MISSOURI with an address of 300 N. New Ballas Road, Creve Coeur, MO 63141 (the "Client"), and REITZ & JENS, INC., a Professional Engineering Corporation in the State of Missouri, 1055 Corporate Square Drive, St. Louis, MO, 63132 (the "Engineer").

Article 1. Scope of Services, Estimated Time Schedule and Method of Charging. Engineer hereby agrees to provide Client with the scope of services (hereinafter "the Services") and within the estimated time schedule set forth and at the location described (hereinafter "the Site") in Exhibit A, attached hereto. The method of charging for services shall be as set forth in Exhibit A.

Article 2. Billing and Payment. Client agrees to pay Engineer in accordance with the rates and charges set forth in Exhibit A. Engineer will periodically submit invoices for payment by the Client. Client shall pay each invoice within thirty (30) days of date of notice. For any payment received by Engineer more than thirty (30) days after date of billing, Client shall pay an additional charge of 1-1/2% per month (18.0% A.P.R.) of the amount of the invoice or the maximum percentage allowed by law, whichever is less. If payment of Engineer invoices is not maintained on a thirty (30) day current basis, except as to those invoices in dispute and not resolved, Engineer may by ten (10) days' written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payment(s) is restored to a current basis. If default be made in any payment, Client agrees to pay all costs of collection, including, without limitation, reasonable attorney's fees.

Article 3. Confidentiality. Subject to any public disclosure mandated by law, the Engineer and Client shall treat as confidential property and not disclose to others during or subsequent to the terms of this Agreement, except as necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience, or data) regarding the other party's, plans, programs, plants, processes, products, costs, equipment, operations, or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement, without in each instance securing the prior written consent of the other party. Neither party shall release or cause to allow the release of information to the communications media, except as required by law, concerning the existence and terms of this Agreement, including identification or the general description, characteristics or constituents of the materials, without in each instance securing the prior written consent of the other party.

Article 4. Recognition of Risk. Client recognizes that site conditions can vary from those encountered at the times and locations where data are obtained by Engineer, and that the limitation on available data results in some level of uncertainty with respect to interpretation of these conditions, despite use of due professional care. Furthermore, Client recognizes that the state of practice is changing and evolving. While Engineer is required to perform in accordance with the standards in effect at the time its services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice.

Article 5. Professional Responsibility. Engineer represents that the services shall be performed within the limits prescribed by Client and in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances and conditions at the same time and in the same locality. NO OTHER REPRESENTATIONS TO CLIENT, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DOCUMENT, OR OTHERWISE.

Article 6. Limitations of Liability.

a) CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ENGINEER BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE OR LOSS OF PROFITS INCURRED BY CLIENT OR ITS SUBSIDIARIES OR SUCCESSORS, REGARDLESS OF WHETHER SUCH CLAIM IS BASED UPON ALLEGED BREACH OF CONTRACT, WILLFUL MISCONDUCT, OR NEGLIGENT ACT OR OMISSION, WHETHER PROFESSIONAL OR NON-PROFESSIONAL, OF ENGINEER OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

b) ENGINEER SHALL PROCURE AND MAINTAIN INSURANCE POLICIES WITH SUCH COVERAGES AND IN SUCH AMOUNTS AND FOR SUCH PERIOD OF TIME AS REQUIRED BY AND SET FORTH IN ARTICLE 7 OF THIS AGREEMENT. CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO ENGINEER'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY (HEREAFTER "CLIENT'S CLAIMS") SHALL NOT EXCEED THE TOTAL SUM PAID ON BEHALF OF OR TO ENGINEER BY ENGINEER'S INSURERS IN SETTLEMENT OR SATISFACTION OF CLIENT'S CLAIMS UNDER THE TERMS AND CONDITIONS OF ENGINEER'S INSURANCE POLICIES APPLICABLE THERETO (EXCLUDING FEES, COSTS, AND EXPENSES OF INVESTIGATION, CLAIMS ADJUSTMENT, DEFENSE, AND APPEAL) IF NO SUCH INSURANCE COVERAGE IS PROVIDED WITH RESPECT TO CLIENT'S CLAIMS, THEN ENGINEER'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL SUCH UNINSURED CLIENT'S CLAIMS SHALL NOT EXCEED THE ENGINEER'S FEE OR \$25,000, WHICHEVER IS LESS.

c) THE LIABILITY OF ENGINEER, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS, FOR CLIENT'S CLAIMS OF LOSS, INJURY, DEATH, OR DAMAGE, INCLUDING WITHOUT LIMITATION CLIENT'S CLAIMS OF CONTRIBUTION AND INDEMNIFICATION WITH RESPECT TO THIRD PARTY CLAIMS, SHALL NOT EXCEED IN THE AGGREGATE UNDER THIS AGREEMENT THE LESSER OF THE SUM OF \$1,000 OR THE ENGINEER'S FEE, FOR CLAIMS OR LIABILITY ARISING OUT OF ANY ENVIRONMENTAL POLLUTION OR CONTAMINATION.

Article 7. Insurance. Engineer agrees to carry the following insurance in covering services to be performed under this Agreement:

- a) Workmen's Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the State in which the work or any portion of the work is performed.
- b) Comprehensive General Liability Insurance with limits not less than the following:
 - 1) Bodily Injury for which the limits of liability shall be \$1,000,000.
 - 2) Property Damage Liability for which the limits shall be \$1,000,000.
- c) Automobile Bodily Injury Insurance for which the limits of liability shall be \$1,000,000.
- d) Architects and Engineers Professional Liability Insurance for which the limits shall be \$2,000,000 per occurrence and aggregate.

Article 8. Information to be Supplied by Client. Prior to commencement of services and continuing thereafter, Client shall notify Engineer of any known potential or possible health or safety hazards existing on or near the Site. In addition, Client shall: (i) provide Engineer with all relevant data and information in its possession relating to the Services and the Site, and surrounding area; (ii) correctly show on plans to be furnished to the Engineer the location of concealed structures such as pipes, cables, and utilities.

Article 9. Charge of the Site; Reporting Responsibility. Engineer, by virtue of providing the services described in the proposal, does not assume responsibility of the person in charge of the Site or otherwise undertake the responsibility for reporting to any federal, state, or local public agencies any conditions at the Site that may present a potential danger to public health, safety, or the environment. Client acknowledges that it is Client's responsibility to notify the appropriate federal, state, or local public agencies as required by law, or otherwise disclose in a timely manner any information that may be necessary to prevent any danger to public health, safety, or the environment.

Article 10. Explorations. Client recognizes that use of exploration equipment may unavoidably affect, alter, or damage existing surfaces and architectural finishes at the Site. Engineer will take reasonable precautions to limit damage; however, Client recognizes that such damage is inherent in the nature of the work. Engineer will exercise due and reasonable care in locating concealed structures where proposed explorations are to be made in connection with the Services. This will include a review of plans and information provided by Client and/or the owner of the Site. Provided Engineer has proceeded with due and reasonable care, Engineer cannot be liable for damages or injury arising from damage to or interference with concealed structures (including without limitation, pipes, utilities, telephone cables, etc.) which are not called to Engineer's attention and/or not correctly shown on the plans furnished by Client or others in connection with the Services.

Article 11. Hazardous or Potentially Hazardous Samples. In the event samples collected by Engineer or provided by Client contain or potentially contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Engineer will, after completion of testing and at Client's expense (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, Engineer will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that Engineer is acting as a bailee and, at no time, assumes title to such samples.

Article 12. Termination.

(a) Except as provided in paragraph (b) of this Article 12, Client may terminate this Agreement for convenience at its option, by sending a written Notice of Termination to Engineer. The Notice of Termination shall specify when and which work will be discontinued and when termination shall be effective. No later than thirty (30) days after termination, Client shall pay Engineer upon invoice for services performed and charges prior to termination, plus termination charges. Termination charges shall include, without limitation, putting project documents and analyses in order and all other related costs and charges incurred, directly attributable to termination.

(b) Client and Engineer recognize that professional standards and ethics govern Engineer's services under this Agreement. If circumstances arise which, in Engineer's opinion, preclude it for professional or ethical reasons from continuing performance, Engineer shall advise Client of that fact. The parties shall immediately attempt to arrive at a mutually satisfactory solution. If this cannot be done to the satisfaction of both parties, either may terminate. If so, Client shall compensate Engineer in accordance with the provisions of paragraph (a) of this Article 12.

Article 13. Construction Procedures, Jobsite Safety.

(a) Unless expressly provided (then only to the extent expressly defined) Engineer shall not manage or supervise construction or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractors or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. In the event Engineer expressly assumes health and safety responsibility for certain concerns, the acceptance of such responsibility shall not be deemed an acceptance of responsibility for other health and safety requirements. Company testing or observation of portions of the project (of which the Services is a part) by other parties shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications, and safety requirements.

(b) Neither the professional activities of Engineer, nor the presence of Engineer or their employees or sub-consultants at the construction site, shall relieve the general contractor or any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the

contract documents and any health or safety precautions required by any government or regulatory agency. The Engineer, their personnel and sub-consultants have no authority to exercise any control over any construction contractor or subcontractor or any other entity or their employees in connection with their work or any health or safety precautions. The experts in how the work is done are the contractors and subcontractors and they are also experts in how to safely do the work. The general contractor and subcontractors are solely responsible for job site safety and warrant that this intent shall be made evident in all agreements and contracts.

Article 14. Notices. All communications between Engineer and Client required or permitted under the Agreement and which may materially affect the Agreement or the Services shall be in writing, addressed as follows:

If to Client: City of Creve Coeur, Missouri
 300 N. New Ballas Road
 Creve Coeur, Missouri 63141
 Attn: Mr. Steven Berecz, P.E.
 City Engineer / Assistant Director of Public Works

If to Engineer: Reitz & Jens, Inc.
 1055 Corporate Square Dr.
 St. Louis, MO 63132
 Attn: Jeffrey D. Bertel, P.E.
 President

Article 15. Ownership of Documents All documents prepared or furnished by the Engineer (and Engineer's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference with use and occupancy of the project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions or modifications of the Project or on any other project. Any such reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to the Engineer; and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney(s) fees arising out of or resulting from Client's reuse without such adaptation or verification. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Client and Engineer.

Article 16. Maintenance of Records Engineer shall maintain accurate records of the services rendered hereunder and any expenditures made on behalf of Client (including but not limited to time sheets, payroll records, vouchers, and receipts), and shall promptly make the same available to Client upon written request for inspection, audit, and copying. Such records shall be maintained for a period of five (5) years after completion or termination of the Agreement.

Article 17. Relationship of the Parties Engineer is and shall remain an independent contractor in performing the Services and nothing contained in the Agreement shall be deemed to create the relationship of partners, principal and agent, or joint ventures between the parties hereto.

- a) Engineer represents that all employees, agents, consultants, and subcontractors of Engineer ("Personnel") will abide by the terms and provisions of the Agreement, including without limit the requirement of confidentiality as provided in Article 3 and, at the request of Client, shall require any or all Personnel to sign agreements or statements so providing. All Personnel used by Engineer in the performance of the Services shall be employees, consultants, or subcontractors of Engineer and not of Client. All services supplied by Engineer in the performance of the Agreement shall be supplied by personnel who are competent in their respective trades or professions. Engineer further represents and warrants that all Personnel shall hold such licenses and credentials and qualifications as required by law and by good professional practices to perform the services. Engineer shall be responsible to Client for the performance of or failure to perform by its Personnel.
- b) Engineer shall be responsible for payment of all taxes, fees, contributions or other charges applicable to Engineer's personal property and employees and for compliance with all environmental, health, and safety laws and laws pertaining to wages, hours, and other conditions of employment.

Article 18. Written Notice; Project Manager For the purposes hereof, written notice shall be deemed to have been duly served when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses designated by each party (or to such other addresses as, from time to time, each party may designate by at least five (5) days' written notice to the other pursuant hereto).

The individual designated as Client's representative (the "Project Manager") shall have full authority in connection with the administration of the Agreement. Client, in its sole discretion, may substitute another individual as the Project Manager by giving Engineer prior written notice thereof.

Article 19. Captions The captions used in the Agreement are for reference purposes only and shall not in any way define, limit, or describe the scope or intent of any paragraph thereof.

Article 20. Legal Advice; Neutral Interpretation Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning and not for or against any party based upon any attribution to such party as the source of the language in question.

Article 21. Time of Essence Engineer acknowledges that the Agreement Time and the schedules provided for herein are essential to Client's production, financing, and development plans and, therefore, time is of the essence.

Article 22. Severability Should any provision of this Agreement be contrary to, or in violation of, any applicable, existing or future laws, then such provision in such event shall be void and of no force and effect, but all other provisions of this Agreement shall continue in full force and effect and shall be binding upon the parties. It is the intention of the parties to fully preserve the

full force and effect of all provisions of this contract not contrary to law.

Article 23. Change in Law. The Agreement shall be governed by the law of the State where the site of the Project contemplated by the Agreement is located. The Client shall pay for any reasonable additional charges from the Engineer for services or modifications or additions to facilities or equipment required on the part of the Engineer to comply with laws or regulations which become effective after the date of this Agreement.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. No modifications or amendment of this Agreement shall be valid unless provided in writing and signed by the parties hereto. This agreement includes Exhibits A, B and C attached at the end of this document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

REITZ & JENS, INC.
(the "Engineer")


WITNESS


Jeffrey D. Bertel, P.E.
President

CITY OF CREVE COEUR, MO
(the "Client")


WITNESS


Mark Perkins
Printed Name and Title City Administrator



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 14, 2024

TO: Mark Perkins, City Administrator

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

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

SUBJECT: Recommendation of Award – Final Engineering Design Phase (Phase 2 of 2)
Beaver Drive Crossing

Public Works staff recommends that the City enter into a contract with Reitz & Jens for the final engineering design phase of the Beaver Drive Crossing Project.

Project Summary

The Beaver Drive Crossing Project was identified by the City's 2024 Watershed Management Plan (DC-C-02).

The goal of the project is to address the following issues:

- The roadway culvert under Beaver Drive is failing and has become a public safety risk.
 - The existing pipe is a corrugated metal pipe, and the bottom of the pipe has rusted so much that the bottom of the pipe has no remaining material.
 - If the culvert fails, four homes on Beaver Drive will not have roadway access until the culvert and roadway are repaired.
 - Additionally, the potential of a failing culvert is a safety risks to vehicle that pass over the culvert – including emergency vehicles and City plow trucks.
 - The roadway cover over the culvert is cracking and should be thicker to make the roadway more structurally sound.
- Along the descending bank downstream of the culvert, sections of the gabion walls are failing.
- Structural flooding at 27 Beaver Drive.
- Yard erosion at 1 Beaver Drive.
- Gully erosion along the stabilized bank.
- Along the west edge of 48 Beaver Drive, toe erosion on the outside bend of the channel is undermining the grouted riprap and the culvert's entrance.

Phase 1 – Preliminary Engineering Study

Reitz & Jens successfully completed the preliminary engineering study phase 1 under the scope of work and costs defined in engineering services work order #2. Work orders fall under the engineering services agreement signed on April 29, 2024 between the City and Reitz & Jens (attached to this memo as Appendix B).

Work for the preliminary engineering study was approved under Resolution No. 1729. Adopted on June 24th, 2024, this resolution authorized the execution of a contract, titled engineering services work order #2, with Reitz & Jens for the not-to-exceed amount of \$81,000.

Phase 1 – Final Engineering Design Services

With the preliminary engineering study complete, the project is ready to move into the final engineering phase.

The scope of engineering services required to develop plans and specifications for a bid package include:

- Survey services
- Hydrologic and hydraulic (H&H) calculations
- Utility coordination
- Structural design and calculations for the box culvert's wingwalls
- Final construction documents (plans and specifications)
- Traffic control plan
- Permitting

After the project is complete, the intention is to dedicate the newly-constructed stormwater conveyance system (inlets and pipe) to the Metropolitan St. Louis Sewer District (MSD).

Schedule

Engineering design and permitting is expected to be completed fall 2025 with the goal of starting construction in the winter of 2025 or early spring of 2026.

Funding

This project will be funded by the Park and Stormwater Fund under account 05-61-71-9509, Stormwater. The project is identified in Capital Improvement Program with \$174,000 budgeted for design in FY2025.

Recommendation

The recommendation is to enter into an engineering design contract (work order #3) with Reitz & Jens for the not-to-exceed amount of \$107,045 for final engineering design services.

Reitz & Jens is on the City Council approved list of on-call professional services list for stormwater engineering design services (Resolution No. 1704 adopted January 22, 2024).

Reitz & Jens has successfully and satisfactorily completed phase 1 services and produced a preliminary engineering design report.

Reitz & Jens, Inc. is a firm that specializes in water resource management with experience in:

- Flooding, erosion, and seepage control
- Bridge & culvert design and repair
- Stream bank stabilization
- Permits, regulatory, and compliance support
- Stormwater management
- Hydrologic and hydraulic modeling
- Design of stormwater systems

Attachments: Exhibit A – Work Order #3 – Beaver Drive Crossing, Final Design

Exhibit B (attached to Exhibit A) – Signed Engineering Services Agreement
between the City of Creve Coeur and Reitz & Jens



MEMORANDUM

Date: February 18, 2025
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Venable Park Renovation Project Update

Staff has been working with TWM and the memorial artists to complete what is needed to bid out the master plan renovation project at Venable Park. Staff would like to provide an update on the project, including the memorial plaza and artwork to the City Council.

Master Plan Project

City Council approved the master plan for Venable Park back on June 24, 2024. Since then, numerous details have been worked out to include the memorial plaza and artwork into the master plan renovation project. Staff is preparing to issue the bid packet as early as March.

The renovations will include the following:

- Tennis Court Replacement (completed summer of 2024)
- Year-Round Restrooms (due to be completed by the end of the month)
- Pavilion Replacement
- New Plaza, with Memorial Artwork
- New Little Kids Playground
- Improved Parking Lot (more spaces and better flow)
- Replacement of Walking Trails
- Improved Accessibility
- Reconfigured Entryway
- New Park Furniture
- Bioretention Areas
- New Bridge Connector at Foxbrook Drive (bid as alternate)

The new plaza will include the following:

- The plaza will be very similar in size to the new plaza at Millennium Park
- The plaza floor will be made up of pavers/stone
- There will be four concrete benches around the outside of the plaza
- Landscaping will be added to complement the area
- Educational signage is being developed to tell the story of Dr. Venable and about the artists

Project cost breakdown:

- The following is a breakdown of the \$3.1 million dollar budget:
- Revenue

- Parks and Stormwater Fund - \$2,800,000
- HDR Foundation Donation - \$300,000
- Expenses
 - Planning, Design, Engineering - \$234,000
 - Construction - \$2,866,000

Memorial Artwork Project

The final draft has been submitted by the artists and the materials have been provided by the architects that will make up the monument foundation. Staff met with the Venable family and the Venable Park Task Force on February 12, 2025 and the feedback was all positive with the direction the plaza and memorial are heading in.

The following is the approved budget, with what has been spent to date.

	Original	Expenses-to-Date
Artist Proposal Stipend (3 x \$2500)	\$7,500	\$7,500
Artist Proposal Travel Stipend (if needed, 3 x \$1,000)	\$3,000	\$1,617
Artist design fee for commemorative artwork concept	\$25,000	17,500
Fabrication and installation of commemorative artwork	\$200,000	\$50,000
Project management – Via Partnership	\$10,000	-
Interpretative Signage and Artwork Plaque Writing, Design, Fabrication, Installation; and Educational Component	\$35,000	-
Café (application management system)	\$1,000	\$0.00
Contingency	\$18,500	-
Total	\$300,000	\$76,617

The following is a breakdown of the funds to support the \$300,000 project.

- City of Creve Coeur - \$150,000
- HDR Foundation - \$100,000
- Donations - \$50,000

Next Steps

- City Council feedback
- Final bid documents and issue bid
- Submit resolution for City Council consideration for master plan renovation project
- Goal is to have a park reopening and artwork dedication in October 2025