



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 11, 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/89512903144>

phone: 1 312 626 6799

Webinar ID: 895 1290 3144

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

A Public Hearing to establish the 2025 Property Tax Rate and the possible use of eminent domain for public improvements will be held on Monday, August 25 at 7:00 p.m.

Please note that the City Council meeting originally scheduled for September 8, 2025, has been canceled.

The next regular meeting after August 25 will be held on Wednesday, September 24, 2025, at 7:00 p.m.

CONSENT AGENDA

1. Approval of July 28, 2025, Regular Meeting Minutes

BILLS PAYABLE REPORT



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For Information Only: Invoices Paid Listing 7/24/25 to 8/6/25

UNFINISHED BUSINESS

2. **Bill No. 6177 - An Ordinance amending Section 605.040, Subsection C, of the Code of Ordinances of the City of Creve Coeur. Final Reading and Passage.**
Summary: New state law prohibits cities from requiring businesses owned by people 18 years of age or younger to have a business license
3. **Bill No. 6178 - An Ordinance adopting a new Section 130.120 of the City Code of Ordinances regarding whistle-blower protection. Final Reading and Passage.**
Summary: The ordinance incorporates the state policy of whistleblower protection into the city ethics code.

NEW BUSINESS

4. **Bill No. 6179 - An Ordinance amending Sections 200.050 and 310.050 of the Code of Ordinances of the City of Creve Coeur regarding law enforcement. First Reading.**
Summary: The ordinance incorporates changes in state law regarding mutual aid requests and emergency vehicle traffic exemptions.
5. **Bill No. 6180 - An Ordinance amending Section 110.050 of the City Code of Ordinances regarding City Council general rules of procedure. First Reading.**
Summary: Staff recommends amending the Council's public comment procedure to protect speaker privacy by removing the requirement to state an address, while still requesting name and city of residence or business location. The amendment would also clarify the Council's authority to set reasonable time limits for public comment.
6. **Bill No. 6181 - An Ordinance authorizing the execution of a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission to enable the City to construct the New Ballas Road Improvement Project - Phase 3. First Reading.**
Summary: City staff recommends that the City execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission (MoDOT) in order to accept federal grant funding



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assistance for asphalt pavement resurfacing, curb repairs, and signal and sidewalk improvements to New Ballas Road from Ladue Road to Magna Carta Drive.

- 7. Resolution No. 1821 - A Resolution of the City Council of the City of Creve Coeur, Missouri, approving the use of a contract established by the County of Greene, Missouri, as a cooperative purchasing agreement for the procurement of microsurfacing services for the 2025 construction season at a cost not to exceed \$220,958.20.**

Summary: City staff reviewed the contract documents from a competitive public bid for microsurfacing issued and extended by Greene County, Missouri, and staff recommends that the City approve the use of this contract as the basis for a cooperative purchasing agreement for microsurfacing, as is provided for in the Greene County contract and the Code of Ordinances of the City of Creve Coeur.

- 8. Resolution No. 1822 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Bill Hampton Enterprises, LLC, for assistance with easement acquisitions related to the Fernview Drive Sidewalk Project - Phase 1 for the not-to-exceed amount of \$65,100.00.**

Summary: City staff recommends hiring a consultant to assist with resident coordination and easement negotiations for the Fernview Drive Sidewalk Project. The number of affected properties makes it challenging for staff to provide the level of individual attention each property owner may need.

BUSINESS FROM MAYOR AND CITY COUNCIL

- 9. *Council Liaison Reports***

BUSINESS FROM CITY ADMINISTRATOR

- 10. Team Tappmeyer Update - Millenium Park Reforestation Project**

Summary: Team Tappmeyer Volunteer Claire Chosid will provide an update on the reforestation project in Millennium Park and is requesting approval to purchase \$1,050 in native plants for the area impacted by the playground construction. Sufficient funds are available in the Public Works-Parks budget.

ADJOURNMENT



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

Posted by: _____
Date/Time posted: _____

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



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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, July 28, 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 Nicole Greer
Council Member, Ward 2 Kimberly Norwood
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Mara Berry
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, Interim Assistant Director of Public Works Dione Garson, Director of Recreation Jason Valvero, Assistant City Administrator Sharon Stott, Chief of Police Jeffrey Hartman, Information Systems Coordinator Chris Tumbarello, and City Clerk Kellie Henke.

PRESENTATION

1. Missouri Registered City Clerk Certification

Mayor Hoffman stated the item be moved until later in the agenda.

COMMENTS FROM THE GENERAL PUBLIC

Kelly Hackman, resident of 529 Graeser Road, shared his complaints about his attempt to obtain a permit through the Community Development Department for a high tunnel (see Exhibit A).

ACCEPTANCE OF THE AGENDA

Council Member Saunders made a motion, seconded by Council Member Hoffman, to move Item No. 1 to Item No. 5A. and move Item No. 20 to Item No. 3A.



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RESULT: AMENDMENT APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

RESULT: APPROVED AS AMENDED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

ANNOUNCEMENTS

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

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

2. Approval of July 14, 2025, City Council Joint Work Session Minutes

3. Approval of July 14, 2025, Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 7/10/25 to 7/23/25

3A. Dielmann Recreation Complex - Solar Panel System



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Director of Recreation Jason Valvero briefly summarized the discussion with the City Council that took place at the July 14, 2025, Council Meeting and introduced Ellie Blankenship and Jordan Craig of Veregy, who presented additional details on the proposed system, including associated costs and anticipated savings. Ms. Blankenship stated the cost to remove and dispose of the existing panels would be an additional \$20,000.

In response to a question from Council Member Manlin, Ms. Blankenship confirmed that the array would be tied specifically to the ice arena and would cover approximately 20–25% of its energy usage. She also noted that if an upfront payment is made, the annual cost would be around \$8,000, taking into account the Inflation Reduction Act (IRA) credit. Additionally, she explained that the projected payback calculation includes the expected degradation of the panels over their 30-year lifespan.

Council Member Newman asked whether any of Veregy's completed projects utilizing the IRA credit had encountered issues in obtaining the credit. Ms. Blankenship responded that they had not and noted that Veregy works with clients to complete the necessary credit paperwork.

Council Member Saunders inquired about the payback period and whether the projections assume an annual energy cost increase of approximately 4%. Ms. Blankenship confirmed that they do. Council Member Saunders also asked if there was an estimated cost for removing the panels at the end of their lifespan. Mr. Craig stated that the cost is currently unknown. In response to a follow-up question from Council Member Saunders, Mr. Craig added that both the solar panels and the roof have matching warranties provided by their respective manufacturers.

Council Member Spence stated that the rising energy costs and the expiration of the IRA credit after this year are key reasons the solar panel system should be strongly considered. Ms. Blankenship added that the savings from the system are guaranteed.

Sarayna Konala, Vice President of the Energy and Environment Committee and resident of 904 Bellerive Manor Drive, spoke in support of the solar panel installation and strongly encouraged the Council to move forward with the project as soon as possible, citing rising energy costs and the financial benefits of the system. She discussed the benefits of combining the project with a metal roof system.

Council Member Spence expressed her support for investing in the solar panel system and encouraged any interested members of the City Council to work with her, Mr. Valvero, and the Energy and Environment Committee to clarify a few remaining aspects of the project.



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Council Member Spence left the meeting at 7:30 p.m.

UNFINISHED BUSINESS

- 4. Bill No. 6175 - An Ordinance repealing Ordinances 1542, 1586, and 2138 and authorizing the issuance of a new Conditional Use Permit for a 1,200 square-foot limited-service restaurant, Jimmy John's, located at 782 North New Ballas Road within Creve Coeur Plaza. Final Reading and Passage.**

City Clerk read Bill No. 6175 for the final time.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6175 becomes Ordinance No. 5948.

- 5. Amended Bill No. 6176 - An Ordinance of the City of Creve Coeur, Missouri, imposing a Use Tax for general revenue purposes at the rate equal to the total local sales taxes in effect for the privilege of storing, using or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMO; providing for the Use Tax to be repealed, reduced or raised in the same amount as any City sales tax is repealed, reduced or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the General Election called and to be held in the City on November 4, 2025. Final Reading and Passage.**

City Clerk read Amended Bill No. 6176 for the final time.

Council Member Saunders made a motion, seconded by Council Member Manlin to amend Bill No. 6176 to include the name of the Proposition.

City Attorney Carl Lumley clarified that the amendment designates the ballot measure as Proposition 1.



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RESULT: AMENDMENT APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Manlin

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

Pati Trout, resident of 309 South Mosley Road, spoke in opposition to the Use Tax and requested a deferral. She expressed concerns about past tax waivers on developments and businesses, citing TDDs, TIFs, a 1/8 cent sales tax originally for trash, the Olia Village project, and CSI's prior tax exemption.

City Administrator Mark Perkins clarified there has never been a specific tax for trash and that the current bill does not include one. He explained the referenced tax was likely the Local Option Sales Tax, approved by voters to offset changes in St. Louis County's sales tax distribution formula and that supports the General Fund.

Mr. Perkins noted the City has used limited incentives, only two TIFs in the late 1990s, both now closed, and that CSI's Chapter 100 agreement, under which the City received some tax revenue, has ended. He stated there was no sales tax waiver for Olia Village and added that CID and TDD taxes are in place for site improvements. He emphasized the City will receive more revenue than any incentives granted and clarified that no existing revenue is lost due to the Olia Village blight designation, as abatement only applies to new, incremental revenue.

RESULT: AMENDED BILL NO. 6176 APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Manlin

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 7 ayes and 0 nays, motion carried. Amended Bill No. 6176 becomes Ordinance No. 5949.

5A. Missouri Registered City Clerk Certification

June Fraizer, of the City of Clayton, Tracy Williams, of the City of Flint Hill, and Emily Galantowicz, of the City of St. Charles, recognized Kellie Henke for earning her Missouri Registered City Clerk certification. The Council congratulated her by applause.



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NEW BUSINESS

6. Bill No. 6177 - An Ordinance amending Section 605.040, Subsection C, of the Code of Ordinances of the City of Creve Coeur. First Reading.

City Clerk read Bill No. 6177 for the first time.

City Administrator Mark Perkins stated that the amendments were prompted by recent changes to state law, which established a new exemption from business license requirements for businesses owned by individuals eighteen years of age or younger.

7. Bill No. 6178 - An Ordinance adopting a new Section 130.120 of the City Code of Ordinances regarding whistle-blower protection. First Reading.

City Clerk read Bill No. 6178 for the first time.

City Administrator Mark Perkins stated that the amendments were prompted by recent changes to state law, which mandates protection of public employees who disclose problems to higher authorities and the public.

8. Resolution No. 1812 - A Resolution of the City Council of the City of Creve Coeur, Missouri, approving a contract for services with Utility Associates, Inc. for the lease of 45 Body-Worn Cameras and 17 In-Car-Video Cameras for the Police Department.

City Clerk read Resolution No. 1812.

Chief of Police Jeffrey Hartman provided an overview of the recommended five-year contract, stating it follows a successful five-year lease. He noted there was a strong regional preference for the vendor during the lease period.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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



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- 9. Resolution No. 1813 - A Resolution authorizing the City of Creve Coeur to purchase Four 2026 Ford Police Utility Hybrid Vehicles from Broadway Ford Truck Sales Inc. for the total amount of \$196,264.72 pursuant to the current Missouri statewide contract.**

City Clerk read Resolution No. 1813.

Chief of Police Jeffrey Hartman provided an overview of the recommended purchase through a Missouri statewide contract and noted an estimated delivery time of six to eight weeks.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

- 10. Resolution No. 1814 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of sewer easements, as shown in Exhibit A, with the Metropolitan St. Louis Sewer District at Venable Memorial Park, 10630 Country View Drive, Creve Coeur.**

City Clerk read Resolution No. 1814.

Interim Assistant Director of Public Works Dione Garson stated that the Metropolitan St. Louis Sewer District's (MSD) requirement for sewer easements is related to the installation of new sewers, as well as one existing sewer, as part of the Dr. H. Venable Park construction project.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders,

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

- 11. Resolution No. 1815 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of Amendment #2 for the contract with Trekk Design Group, LLC for the second and final phase of engineering design services for the Woodbridge Manor Road Stormwater**



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Management Project for the not-to-exceed amount of \$39,697.00.

City Clerk read Resolution No. 1815.

Interim Assistant Director of Public Works Dione Garson presented the recommended amendment to address flooding issues based on analysis of the nearby stormwater system.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

12. Resolution No. 1816 - A Resolution of the City Council of the City of Creve Coeur, Missouri, to adopt a revised policy for the Stormwater Management Cost-Share Program for the City of Creve Coeur.

City Clerk read Resolution No. 1816.

Interim Assistant Director of Public Works Dione Garson provided an overview of the recommended policy changes, including the removal of pilot phase references, defining HOA's to include groups of three or more homeowners under a signed agreement, simplifying and clarifying language, outlining the Stormwater Committee's review and recommendation process, and updating dates to reflect a spring application window.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

13. Resolution No. 1817 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with TRC Outdoor for the Olive Blvd. Median Renovations for the not-to-exceed contract sum of \$52,777.77.

City Clerk read Resolution No. 1817.

Interim Assistant Director of Public Works Dione Garson provided an overview of the



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contract and stated that construction is expected to be completed by October 21, 2025. She noted the contract includes a \$5,000 contingency for unforeseen conditions or miscellaneous items.

City Administrator Mark Perkins commented that the medians are difficult to maintain due to the significant staff time required and their location in a high-traffic area. He added that maintaining a consistent and attractive aesthetic in such areas is also challenging.

Council Member Berry inquired about the impact of winter street salt on the fescue sod. Ms. Garson responded that fescue is a hardy, commonly used plant with a deep root system, well-suited for a variety of winter conditions and appropriate for this type of installation.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

14. Resolution No. 1818 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a change order with Ideal Landscape Construction, Inc. for the Venable Park Improvement Project for \$19,560 plus authorization for the City Administrator to approve up to an additional \$40,000.00 of future change orders on the project.

City Clerk read Resolution No. 1818.

Interim Assistant Director of Public Works Dione Garson provided an overview of the change order, which includes corrections required by MSD, ADA improvements, and added electrical allowance for the new pavilion and memorial. She noted that due to the project's complexity, staff recommends authorizing the City Administrator to approve up to an additional \$40,000 for future unanticipated change orders.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders



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

15. Resolution No. 1819- A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the City Administrator to execute the necessary documents for forwarding the project proposal application and to later execute an agreement for a grant-in-aid from the Municipal Park Grant Commission.

City Clerk read Resolution No. 1819.

Director of Recreation Jason Valvero stated that the grant application is for renovating the concession stand and seating area, as well as incorporating the pro shop into the Dielmann East meeting room. He noted that a Resolution is required at the time of submission.

City Administrator Mark Perkins clarified that the grant application will be for \$525,000, with a \$75,000 match from the City.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

16. Resolution No. 1820 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with Rolwes Electric for the installation of a new electrical service for the new golf course irrigation booster station for the amount of \$64,417.

City Clerk read Resolution No. 1820.

Director of Recreation Jason Valvero provided an overview of the contract and stated that the new service is needed to power the booster station ahead of the irrigation system replacement in late 2025 or early 2026. If approved, the project would be scheduled for completion beforehand.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders



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

APPOINTMENTS

17. Board of Adjustment

To approve the reappointment and corrections as recommended by the Nominating Committee.

Board of Adjustment

- James Kostlec – reappoint for 5 yr. (exp 6/30/2030)
- Arnold Mayersohn – reappoint for 5 yr. (exp 6/30/2030)
- Judy Pass – confirm appointment as Alternate Member for 5 yr. (exp 6/30/2030)

RESULT: APPROVED (UNANIMOUS)

MOVER: Manlin

SECONDER: Saunders

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

BUSINESS FROM MAYOR AND CITY COUNCIL

18. Council Liaison Reports

Council Member Greer stated she recently met Officer Wethington of Maryland Heights and discussed the City's upcoming ballot measure, Proposition 1 – Use Tax. Officer Wethington offered to share resources that were used to help pass the Use Tax in the City of Maryland Heights.

BUSINESS FROM CITY ADMINISTRATOR

19. September 8, 2025, Council Meeting

To cancel the September 8, 2025, City Council meeting.

RESULT: APPROVED (UNANIMOUS)

MOVER: Greer

SECONDER: Berry

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders



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

20. Dielmann Recreation Complex - Solar Panel System

Item No. 20 was moved to 3A.

21. Stormwater Facility Maintenance Agreement for City-Funded Stormwater Projects Modifications in Special Cases

Interim Assistant Director of Public Works Dione Garson discussed the possibility of the City assuming maintenance of certain improvements that benefit the community but do not benefit the owner. Such cases would involve installations with a long expected useful life and low estimated maintenance costs and time.

City Administrator Mark Perkins encouraged consideration for residents who may not directly benefit from stormwater projects, noting that such decisions should be made on a case-by-case basis in alignment with the City's Stormwater Policy.

There was general consensus from the City Council to proceed and to review the policy to determine if any amendments are needed.

Mr. Perkins recognized Interim Assistant Director Dione Garson, Civil Engineer Kevin Mulligan, and the engineering division for their efforts in stepping up during a period of short staffing. He noted that the recently retired Director of Public Works, Jim Heines, will return on a part-time basis.

ADJOURNMENT

Mayor Hoffman thanked City Administrator Mark Perkins for his 26 years of dedicated service to the City and wished him well in his future endeavors. He noted that the City's strong, supportive, and hardworking staff is a reflection of Mr. Perkins' leadership.

Mr. Perkins stated it has been an honor to serve the Mayor, City Council, and the residents of the City of Creve Coeur.

RESULT: APPROVED (UNANIMOUS)

MOVER: Hoffman

SECONDER: Manlin

AYES: Manlin, Greer, Norwood, Hoffman, Newman, Berry, Saunders



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

The meeting adjourned at 8:22 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

EXHIBIT A

USDA

Natural Resources Conservation Service

US.DE.IWUMEHTOFAGRIaJIII.IIE

(https://)



High Tunnel Initiative

A High Tunnel System, commonly called a "hoop house," is an increasingly popular conservation practice for farmers, and is available with financial assistance through the Environmental Quality Incentives Program (EQIP).

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Kelly
Hartman

With high tunnel systems, no summer is too short or winter too cold because high tunnels:

- Extend the growing season

- Improve plant quality and soil quality
- Reduce nutrient and pesticide transportation
- Improve air quality through reduced transportation inputs
- Reduce energy use by providing consumers with a local source of fresh produce

High tunnels protect plants from severe weather and allow farmers to extend their growing seasons - growing earlier into the spring, later into the fall, and sometimes, year-round. And because high tunnels prevent direct rainfall from reaching plants, farmers can use precise tools like drip irrigation to efficiently deliver water and nutrients to plants. High tunnels also offer farmers a greater ability to control *pests* and can even protect plants from pollen and pesticide drift.

A number of soil health practices can be used in high tunnels, including cover crops **and crop rotations**, which also prevent erosion, suppress weeds, increase soil water content, and break pest cycles.

Perhaps the best thing about high tunnels is that they help farmers provide their communities with healthy local food for much of the year - food that requires less energy and transportation inputs.

Supporting Practices

Supporting practices may be needed to ensure that resource concerns associated with implementing and managing high tunnel systems are addressed. These [conservation practices](#) ([resources/guides-and-instructions/conservation-practice-standards](#)) may include:

- Critical Area Planting
- Diversion Grassed Waterway
- Mulching
- Irrigation System, Micro-irrigation
- Subsurface Drain
- Surface Drainage, Field Ditch
- Underground Outlet

Ready to make a high tunnel system part of your operation? Check out [Alm...fur...EQI...Uprograms-initiatives/egio:nvironmental--quality-incentives/apply-for-environmental-quality](#).

How to Get Assistance

Do you farm or ranch and want to make improvements to the land that you own or lease?

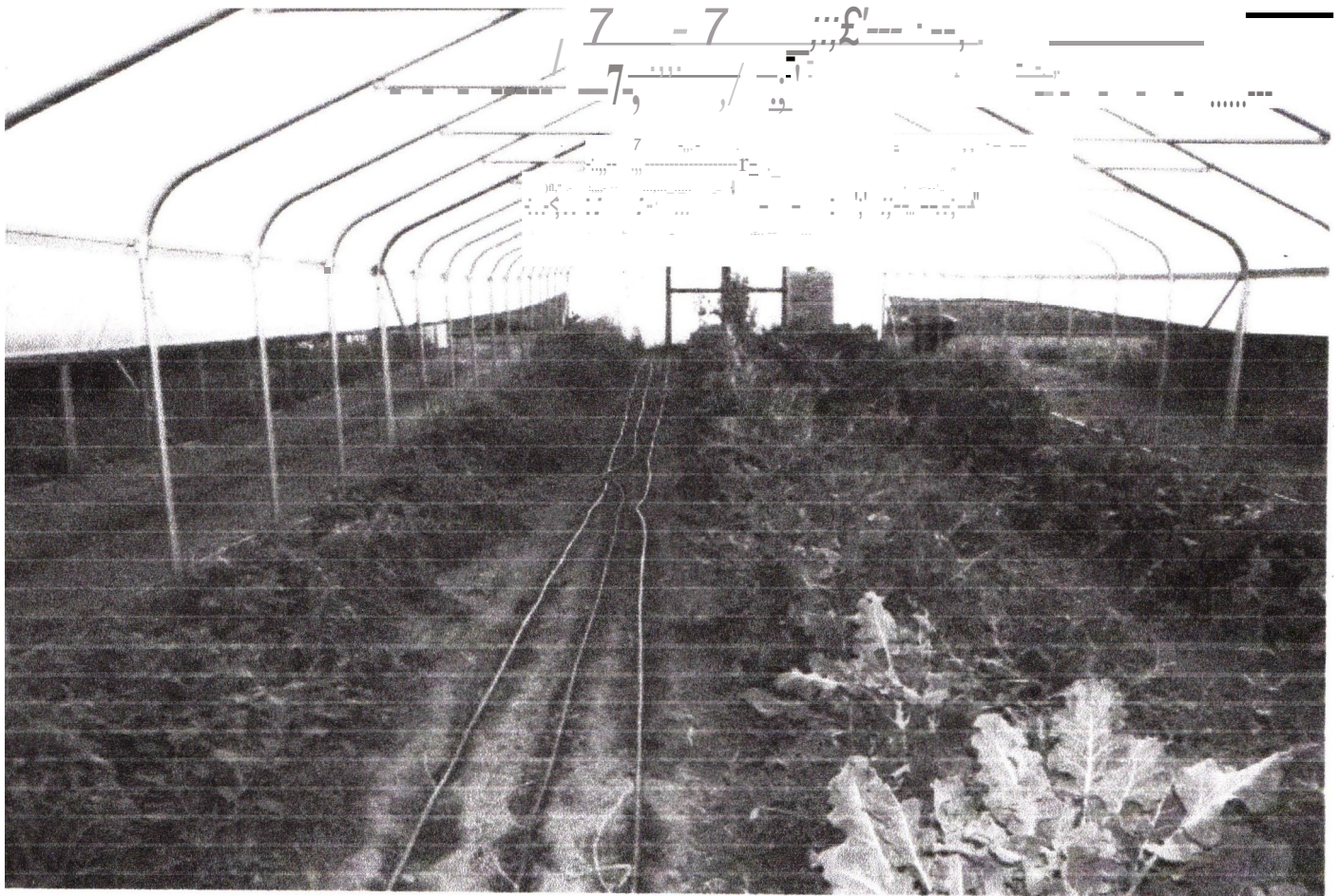
Natural Resources Conservation Service offers technical and financial assistance to help farmers, ranchers and forest landowners.

B [Print this information](#) [Usites/default/files/2022-09/how-to-get-assistance.pdf](#)



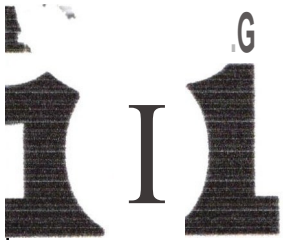
7 considerations for gardening with high tunnels

By Farm and Dairy Staff - April 9, 2018



High tunnels, also called hoop houses or high hoops, are temporary structures that extend the growing season and can be used for a variety of vegetables, small fruits and flowers.

The structures are usually covered with one layer of plastic - in contrast to greenhouses, which use double-layered plastic or glass siding - and use solar heat. They are also a cheaper than most greenhouses.



7 considerations for high tunnels

[Click the graphic above for more Farming 101 advice .](#)

1

Season extension

Increased temperature and cold protection are the most significant benefits to using high tunnels. Daytime temperatures are often 30-50 degrees warmer on a sunny day, rapidly increasing plant growth, and cold hardy crops can be harvested throughout the winter. Regardless of the region, high tunnels help growers produce crops outside the normal season.

2

Climate

High tunnels provide protection from extreme weather such as high winds, heavy rain, hail, snow and drought. They also provide shade, protecting crops from heat and sunscald. Working in high tunnels allows the farmer to work/harvest in inclement weather.

Ventilation can be a challenge with high tunnels. Consider installing sides that can easily be rolled up during warm summer days to prevent your high tunnel from overheating. Also, consider small portable heaters for exceptionally cold days.

3

Protection

High tunnels can help reduce pest, disease and weed pressures. Row covers used in the high tunnel can also help reduce the need for pesticides and/or labor, producing a higher quality crop. Insect screens installed along the sidewalls and doorways can exclude larger insects and mammals from entering the tunnel when sidewalls are up.

Some pests (mites, thrips and aphids) and diseases (powdery mildew) thrive in high tunnels and can easily get out of control. It's important to monitor crops and implement crop rotations to reduce the risk.

4

Yields and income

A longer growing season, faster growth and higher productivity lead to higher quality, and higher marketable yield.

be a better price premium for out-of-season crops and a potential for year-

round the year.

5

Pollination

Some plants are self-fertile, however, pollinators can increase **yields** significantly.

Pollinators will be able to enter the structure when fully opened, but they will not be able to enter if insect screens are being used. Planting a pollinator habitat, such as flowering cover crops, around the structure will attract them. Some larger operations may also incorporate bee hives.

6

Irrigation

Since crops will not be exposed to rainfall, irrigation is essential. Initial installation of an irrigation system may be costly and irrigation may be difficult in the winter, due to frozen pipes or hoses. Consider placing a water hydrant/spigot inside the tunnel.

7

Learning curve

Growing in a high tunnel requires a different set of skills, knowledge, management, tools, and equipment than field production. Fertility, irrigation (drip), pest management, cultivars, and spacing (including trellising) are often different from techniques used in the field.

Managing a high tunnel also requires intensive and vigilant attention: from structural maintenance to manual labor during the growing season, and time in the "off-season" if you plan to grow year-round.

Source: Introduction to High Tunnels, extension.org; Growing Under Cover, Kansas Rural Center; High Tunnel Production, University of Maryland Extension.

"(Farm and Dairy is featuring a series of "101" columns throughout the year to help young and beginning farmers master farm living. From finances to management to machinery repair and animal care, farmers do it all.)"

More Farming 101 columns:





MEMORANDUM

DATE: August 6, 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 July 24, 2025 to August 6, 2025 in the amount of \$761,862.13.



Creve Coeur, MO

Council Report of Invoices Paid Listing

By Fund

Payment Dates 7/24/2025 - 8/6/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Intermediate Applications of	01-1656	DFT0011104	199.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	REGISTRATION FOR DARE CO	01-1656	DFT0011104	225.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	REGISTRATION FOR DARE CO	01-1656	DFT0011104	225.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	PREPAID REGISTRATION FOR	01-1656	DFT0011104	500.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	FY26 - PSHRA Membership D	01-1656	DFT0011104	175.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	City Clerk Training Course	01-1656	DFT0011104	75.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	PWX Conference for S. Berec	01-1656	DFT0011104	884.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Stormwater University for D.	01-1656	DFT0011104	25.00
GREGORY FX DALY COLLECTOR OF REVENUE	2025 Q2 EARNINGS	07/30/2025	2025 2ND QUARTER EARNIN	01-2101	68812	866.54
DEPARTMENT OF TREASURY	INV0002531	07/31/2025	SOCIAL SECURITY	01-2102	DFT0011100	682.86
DEPARTMENT OF TREASURY	INV0002531	07/31/2025	MEDICARE	01-2103	DFT0011100	159.76
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002532	07/31/2025	STATE WITHHOLDING	01-2105	DFT0011101	1.00
PAYROLL MS CONTRIBUTION	INV0002533	08/01/2025	ICMA ROTH IRA %	01-2319	DFT0011115	209.46
PAYROLL MS CONTRIBUTION	INV0002534	08/01/2025	ER PENSION 10%	01-2312	DFT0011116	875.16
PAYROLL MS CONTRIBUTION	INV0002534	08/01/2025	MS ROTH IRA CATCHUP\$	01-2318	DFT0011116	40.00
PAYROLL MS CONTRIBUTION	INV0002534	08/01/2025	ICMA ROTH 457 \$	01-2318	DFT0011116	2,517.31
PAYROLL MS CONTRIBUTION	INV0002534	08/01/2025	ICMA ROTH 457 %	01-2318	DFT0011116	5,254.98
PAYROLL MS CONTRIBUTION	INV0002534	08/01/2025	ICMA ROTH IRA \$	01-2319	DFT0011116	477.70
PAYROLL MS CONTRIBUTION	INV0002534	08/01/2025	ICMA 457 \$	01-2322	DFT0011116	7,396.29
PAYROLL MS CONTRIBUTION	INV0002534	08/01/2025	ICMA 457 %	01-2322	DFT0011116	2,945.93
PAYROLL MS CONTRIBUTION	INV0002534	08/01/2025	ICMA 457 \$	01-2322	DFT0011116	889.69
MOST MISSOURIS 529 SAVINGS PLAN	INV0002535	08/01/2025	MOST 529 COLLEGE SAVINGS	01-2323	DFT0011117	525.00
VOYA	INV0002536	08/01/2025	VOYA 457 %	01-2321	DFT0011118	954.22
VOYA	INV0002536	08/01/2025	VOYA 457\$	01-2321	DFT0011118	288.00
VOYA	INV0002536	08/01/2025	VOYA 457 %	01-2321	DFT0011118	118.76
DEPARTMENT OF TREASURY	INV0002537	08/01/2025	SOCIAL SECURITY	01-2102	DFT0011119	45,432.98
DEPARTMENT OF TREASURY	INV0002537	08/01/2025	MEDICARE	01-2103	DFT0011119	10,625.46

Council Report of Invoices Paid Listing
Payment Dates: 7/24/2025 - 8/6/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
DEPARTMENT OF TREASURY	INV0002537	08/01/2025	FEDERAL WITHHOLDING	01-2104	DFT0011119	36,312.42
PAYROLL MISSOURI	INV0002538	08/01/2025	STATE WITHHOLDING	01-2105	DFT0011120	13,070.00
WITHHOLDING TAXES						
ST LOUIS AREA HEALTH	0825	08/06/2025	GROUP HEALTH AUG 25	01-2211	2322	126,168.09
INSURANCE TRUST MEDICAL						
ST LOUIS AREA HEALTH	0825	08/06/2025	GROUP HEALTH AUG 25	01-2225	2322	3,518.02
INSURANCE TRUST MEDICAL						
STANDARD INSURANCE	160-763511-00001-AUG 25	08/06/2025	DENTAL AUG 25	01-2213	2323	6,435.93
COMPANY						
STANDARD INSURANCE	160-763511-00002-AUG 25	08/06/2025	COBRA DENTAL AUG 25	01-2226	2323	329.54
COMPANY						
FIDELITY SECURITY LIFE	166922352	08/06/2025	COBRA VISION INS AUG 25	01-2224	2307	46.72
INSURANCE COMPANY						
FIDELITY SECURITY LIFE	166924537	08/06/2025	VISION AUG 25	01-2218	2307	990.73
INSURANCE COMPANY						
HR GREEN INC	190592	08/06/2025	PROFF SERV THRU 7-18-25 T	01-2811	68836	755.00
ST MARTHAS HALL	DOM VIOL-08/01/25	08/06/2025	DOMESTIC VIOLENCE SHELTE	01-2415	68846	1,384.00
LYDIAS HOUSE INC	DOM VIOL-08/01/25	08/06/2025	DOMESTIC VIOLENCE SHELTE	01-2415	2312	1,384.00
THE WOMENS SAFE HOUSE	DOM VIOL-08/01/25	08/06/2025	DOMESTIC VIOLENCE SHELTE	01-2415	68848	1,384.00
						274,347.55
						274,347.55
Department: 11 - LEGISLATIVE SERVICES						
Division: 12 - MAYOR AND CITY COUNCIL						
ARVEST BANK OPERATIONS	PCARD PURCHASES JUN 25	07/24/2025	CCO July Luncheon - Greer	01-11-12-6264	DFT0011104	26.00
INC						
ARVEST BANK OPERATIONS	PCARD PURCHASES JUN 25	07/24/2025	Donuts-Coffee with the May	01-11-12-6264	DFT0011104	55.17
INC						
ARVEST BANK OPERATIONS	PCARD PURCHASES JUN 25	07/24/2025	Council Dinner 6/23/2025	01-11-12-6264	DFT0011104	315.05
INC						
ARVEST BANK OPERATIONS	PCARD PURCHASES JUN 25	07/24/2025	Council Dinner 6/9/2025	01-11-12-6264	DFT0011104	390.45
INC						
ARVEST BANK OPERATIONS	PCARD PURCHASES JUN 25	07/24/2025	Council Dinner 6/9/2025	01-11-12-6264	DFT0011104	7.19
INC						
ARVEST BANK OPERATIONS	PCARD PURCHASES JUN 25	07/24/2025	Lodging EOT - Greer	01-11-12-6265	DFT0011104	357.00
INC						
Division 12 - MAYOR AND CITY COUNCIL Total:						1,150.86
Division: 13 - CITY CLERK						
ARVEST BANK OPERATIONS	PCARD PURCHASES JUN 25	07/24/2025	City Clerk Training Course	01-11-13-6261	DFT0011104	75.00
INC						
Division 13 - CITY CLERK Total:						75.00
Department 11 - LEGISLATIVE SERVICES Total:						1,225.86

Council Report of Invoices Paid Listing

Payment Dates: 7/24/2025 - 8/6/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
CURTIS HEINZ GARRETT AND OKEEFE PC	190647-190650 & 190677	08/06/2025	CITY ATTORNEY RETAINER M	01-12-10-6201	2302	5,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	190647-190650 & 190677	08/06/2025	MUNICIPAL PROSECUTION R	01-12-10-6201	2302	3,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	190647-190650 & 190677	08/06/2025	PROSECUTING ATTORNEY AS	01-12-10-6201	2302	1,065.00
CURTIS HEINZ GARRETT AND OKEEFE PC	190647-190650 & 190677	08/06/2025	MUNICIPAL PROSECUTION N	01-12-10-6201	2302	920.00
CURTIS HEINZ GARRETT AND OKEEFE PC	190647-190650 & 190677	08/06/2025	CITY ATTORNEY NON-RETAIN	01-12-10-6201	2302	6,781.56
Division 10 - LEGAL Total:						17,266.56
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	New Hire Credit Reports	01-12-11-6202	DFT0011104	79.12
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	WSJ subscription	01-12-11-6262	DFT0011104	12.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	St.L Post subscription	01-12-11-6262	DFT0011104	19.94
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Business e-newsletter	01-12-11-6262	DFT0011104	81.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SLACMA	01-12-11-6264	DFT0011104	20.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Agenda Review	01-12-11-6264	DFT0011104	30.81
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Agenda Review	01-12-11-6264	DFT0011104	52.27
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SLACMA	01-12-11-6264	DFT0011104	20.00
CITIBOT	3210	07/30/2025	CITIZEN PORTAL - WEBCHAT	01-12-11-6203	2272	8,500.00
M.C.I. PRINTING INC	66119	07/30/2025	Newsletter Printing JUL 25	01-12-11-6203	2286	1,850.00
RICHARD DECOLLO	8215	07/30/2025	NEWSLETTER MAILING JUL 2	01-12-11-6203	68820	254.70
PAYLOCITY CORPORATION	INV2954237	07/30/2025	COBRA ADMINISTRATION	01-12-11-6203	68819	42.95
M.C.I. PRINTING INC	66200	08/06/2025	Newsletter Printing AUG 25	01-12-11-6203	2313	1,700.00
RICHARD DECOLLO	8255	08/06/2025	NEWSLETTER MAILING AUG	01-12-11-6203	68841	254.70
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES ADMIN 6/21/2	01-12-11-6253	68847	49.50
Division 11 - ADMINISTRATIVE Total:						12,966.99
Division: 14 - MUNICIPAL COURT						
RICOH USA INC	109295535	07/30/2025	COURT COPIER LEASE 6/18/2	01-12-14-6213	68821	192.63
ENGELMEYER & PEZZANI LLC	JUDGE-JUN 25	07/30/2025	Judicial Services JUN 25	01-12-14-6201	2277	1,875.00
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES COURT 6/21/2	01-12-14-6253	68847	24.75
Division 14 - MUNICIPAL COURT Total:						2,092.38
Department 12 - ADMINISTRATION Total:						32,325.93

Council Report of Invoices Paid Listing

Payment Dates: 7/24/2025 - 8/6/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002532	07/31/2025	STATE WITHHOLDING	01-13-11-6202	DFT0011101	0.50
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002538	08/01/2025	STATE WITHHOLDING	01-13-11-6202	DFT0011120	0.50
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES FIN 6/21/25-7/	01-13-11-6253	68847	24.75
Division 11 - ADMINISTRATIVE Total:						25.75
Division: 15 - INTERDEPARTMENTAL						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Retirement cake for J. Heines	01-13-15-6272	DFT0011104	68.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	PURCHASES FOR WELLNESS	01-13-15-6272	DFT0011104	390.94
ODP BUSINESS SOLUTIONS LLC	430358158001	07/30/2025	(4) LETTER OPENERS	01-13-15-7312	2288	5.62
ODP BUSINESS SOLUTIONS LLC	430522398001	07/30/2025	BLACK HY TONER	01-13-15-7312	2288	155.75
ODP BUSINESS SOLUTIONS LLC	430709668001	07/30/2025	BLACK TONER & AAA BATTER	01-13-15-7312	2288	88.35
ODP BUSINESS SOLUTIONS LLC	431408040001	07/30/2025	CREDIT FOR MISSING LETTER	01-13-15-7312	2288	-1.41
MISSOURI DIVISION OF EMPLOYMENT SECURITY	UI-09/2024	07/30/2025	UNEMPLOYMENT JUL 24 GE	01-13-15-5244	68816	1.08
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0825	08/06/2025	GROUP HEALTH AUG 25	01-13-15-5230	2322	17,101.67
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0825	08/06/2025	GROUP HEALTH AUG 25	01-13-15-5230	2322	-200.00
ODP BUSINESS SOLUTIONS LLC	430529116001	08/06/2025	FILE FOLDERS, MARKERS, DY	01-13-15-7312	2317	582.86
ODP BUSINESS SOLUTIONS LLC	434291140001	08/06/2025	TAPE DISPENSER AND BLACK	01-13-15-7312	2317	99.44
KONICA MINOLTA BUSINESS SOLUTIONS	503449610	08/06/2025	ADMIN COPIER MAINTENAN	01-13-15-6213	68837	66.00
Division 15 - INTERDEPARTMENTAL Total:						18,359.29
Division: 51 - MIS OPERATIONS						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ext cords surge protectors	01-13-51-6213	DFT0011104	54.95
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	lenovo ideapad chromebook	01-13-51-6213	DFT0011104	185.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	mousepads speakers keyboa	01-13-51-6213	DFT0011104	115.02
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	webcams hdmi cables earb	01-13-51-6213	DFT0011104	172.58
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	usb cables	01-13-51-6213	DFT0011104	41.93

Council Report of Invoices Paid Listing
Payment Dates: 7/24/2025 - 8/6/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	2-Office Home 2024 licenses	01-13-51-7332	DFT0011104	278.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	2-Office Home 2024 licenses	01-13-51-7332	DFT0011104	278.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Zoom subscription	01-13-51-7332	DFT0011104	63.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	2-Office Home 2024 licenses	01-13-51-7332	DFT0011104	299.98
DELL MARKETING LP	10826304871	07/30/2025	DELL LATITUDE 5550 - DIONE	01-13-51-7331	2274	1,831.69
DELL MARKETING LP	10826673350	07/30/2025	(4) DELL OPTIPLEX XE4 DESK	01-13-51-7331	2274	5,648.40
CDW LLC	AE9BQ2J	07/30/2025	SONICWALL TZ570 FIREWALL	01-13-51-7331	2271	3,789.93
DELL MARKETING LP	10828958080	08/06/2025	OPTIPLEX DESKTOP - PD EVI	01-13-51-7331	2304	1,517.70
WINNING TECHNOLOGIES IN	33380	08/06/2025	NINJA ONE/SENTINEL ONE S	01-13-51-7332	2329	500.00
WINNING TECHNOLOGIES IN	33385	08/06/2025	IT PRO SERVICES AND N1/S1	01-13-51-6202	2329	1,216.50
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES MIS 6/21/25-7	01-13-51-6253	68847	24.75
Division 51 - MIS OPERATIONS Total:						16,018.42
Department 13 - FINANCE Total:						34,403.46
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	H2H Run Event Food	01-14-11-6281	DFT0011104	40.27
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	H2H Run Event Supplies + Fo	01-14-11-6281	DFT0011104	98.68
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	H2H Run Event Gift Card Giv	01-14-11-6281	DFT0011104	300.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ID Printer Ribbon	01-14-11-7304	DFT0011104	159.13
BEGINNERS WORLD TENNIS	121	07/30/2025	TENNIS LESSONS JULY PROG	01-14-11-6202	2269	714.00
DOUGLAS VENTURES LLC	508221224-060	08/06/2025	WEEKEND PARKS CLEANING	01-14-11-6203	2305	460.43
Division 11 - ADMINISTRATIVE Total:						1,772.51
Department 14 - COMMUNITY SERVICES Total:						1,772.51
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
SPIRE	5003001000-07/15/25	07/25/2025	300 N NEW BALLAS CITY HAL	01-16-11-6252	DFT0011156	114.50
LOCAL CLEANERS LLC	000467	07/30/2025	CLEANING SERVICES - LOCAL	01-16-11-6212	2285	3,000.00
UNIFIRST CORPORATION	1880196033	07/30/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2295	8.19
UNIFIRST CORPORATION	1880197256	07/30/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2295	8.19
RENTOKIL NORTH AMERICA INC	80218451	07/30/2025	PEST CONTROL AT GC JULY 2	01-16-11-6212	2291	112.20
WIEGMANN ASSOCIATES	86028	07/30/2025	WORK ORDER 251645 AC PR	01-16-11-6211	2297	1,651.00
METROPOLITAN ST LOUIS SEWER DISTRICT	0247372-6-06/17/25	07/31/2025	300 N NEW BALLAS RD 4/30/	01-16-11-6254	DFT0011145	284.78
METROPOLITAN ST LOUIS SEWER DISTRICT	0247372-6-06/17/25-2	07/31/2025	300 N NEW BALLAS RD 4/30/	01-16-11-6254	DFT0011146	284.78

Council Report of Invoices Paid Listing

Payment Dates: 7/24/2025 - 8/6/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ALL TYPE VACUUM & JANITORIAL SUPPLY	109408	08/06/2025	TOWELS, TISSUE, TOILET PAP	01-16-11-6212	68832	958.24
METROPOLITAN ST LOUIS SEWER DISTRICT	1482769-5-07/17/25	08/06/2025	300 N NEW BALLAS 5/31/25-	01-16-11-6254	DFT0011142	359.40
UNIFIRST CORPORATION	1880198479	08/06/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2325	8.32
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES BLDG MAINT 6	01-16-11-6253	68847	24.75
Division 11 - ADMINISTRATIVE Total:						6,814.35
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						6,814.35

Department: 21 - POLICE

Division: 11 - ADMINISTRATIVE

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	GROOMING FOR COMM EN	01-21-11-6203	DFT0011104	78.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	GROOMING SVCS FOR COM	01-21-11-6203	DFT0011104	94.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	CAR PHONE HOLDER MOUN	01-21-11-6253	DFT0011104	9.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ST LOUIS POST DISPATCH ME	01-21-11-6262	DFT0011104	0.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ANNUAL DUES FOR FRANCIS	01-21-11-6262	DFT0011104	20.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	3 LEO MEETINGS	01-21-11-6264	DFT0011104	45.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	3-FBINAA-EMO MONTHLY M	01-21-11-6264	DFT0011104	45.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ITEMS FOR FIRST AIDE KIT	01-21-11-6271	DFT0011104	22.20
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SUPPLIES FOR PD BUILDING	01-21-11-7302	DFT0011104	16.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	BINDERS FOR ABLE INSTRU	01-21-11-7302	DFT0011104	16.82
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	TREAT FOR COMM ENGAGE	01-21-11-7304	DFT0011104	16.68
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SPACE HEATER AND LAPTOP	01-21-11-7304	DFT0011104	41.98
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	20 BUS PASSES	01-21-11-7304	DFT0011104	20.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	RUBBER MAT FOR K9 VEHICL	01-21-11-7304	DFT0011104	49.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SUPPLIES FOR COMM ENGA	01-21-11-7304	DFT0011104	75.02
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SUPPLIES FOR COMM ENGA	01-21-11-7304	DFT0011104	152.31
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	LABELS FOR RECORDS ROOM	01-21-11-7304	DFT0011104	420.75
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	FOOD FOR COMM ENGAGE	01-21-11-7304	DFT0011104	28.51

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Payment Dates: 7/24/2025 - 8/6/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ITEMS FOR K9 VEHICLE	01-21-11-7304	DFT0011104	31.54
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	CHEW TOY FOR COMM ENG	01-21-11-7304	DFT0011104	12.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	CERTIFICATE HOLDERS FOR R	01-21-11-7306	DFT0011104	73.97
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	CERTIFICATE FRAMES FOR O	01-21-11-7306	DFT0011104	26.59
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	PD ADMIN UNIFORM JACKET	01-21-11-7308	DFT0011104	97.13
UNIFIRST CORPORATION	1880196033	07/30/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2295	8.19
UNIFIRST CORPORATION	1880197256	07/30/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2295	8.19
VALVOLINE LLC	261241	07/30/2025	REAR WIPER FOR CAR 2415	01-21-11-6210	68826	21.24
MARCO HOLDINGS LLC	INV14061682	07/30/2025	BILLING 7/11-10/10/2025-RE	01-21-11-6213	68815	149.00
UNIFIRST CORPORATION	1880198479	08/06/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2325	8.31
ENERGY PETROLEUM CO	529628	08/06/2025	PD ADMIN	01-21-11-7307	2306	566.64
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES POLICE 6/21/2	01-21-11-6253	68847	54.50
Division 11 - ADMINISTRATIVE Total:						2,214.50
Division: 21 - INVESTIGATION						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	PD APPLICANTS PRE-SCREENI	01-21-21-6203	DFT0011104	180.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	CAR PHONE HOLDER MOUN	01-21-21-6253	DFT0011104	39.96
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	GAS USDED DURING SRO CO	01-21-21-6265	DFT0011104	43.21
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	LODGING-SRO CONFERENCE	01-21-21-6265	DFT0011104	676.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	USB MEMORY DRIVES FOR D	01-21-21-7304	DFT0011104	37.84
ENERGY PETROLEUM CO	529628	08/06/2025	PD INVESTIGATION	01-21-21-7307	2306	951.36
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202507-1	08/06/2025	BILLING PERIOD 7-1-2025-7/	01-21-21-6202	68849	132.00
Division 21 - INVESTIGATION Total:						2,060.37
Division: 22 - PATROL						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	CLEANING SUPPLIES FOR FLE	01-21-22-6210	DFT0011104	7.98
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	UNLIMITED CAR WASHED FO	01-21-22-6210	DFT0011104	512.73
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SENT PACKAGE CERTIFIED M	01-21-22-6211	DFT0011104	10.85
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	IPHONE CASE FOR ROMAS	01-21-22-6253	DFT0011104	12.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SUPPLIES FOR BOMB K9	01-21-22-7302	DFT0011104	31.57

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	TOTE FOR WC VEHICLE	01-21-22-7304	DFT0011104	14.98
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	TREAT FOR BOMB K9	01-21-22-7304	DFT0011104	16.68
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	FOOD FOR BOMB K9	01-21-22-7304	DFT0011104	97.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SAFETY ITEM FOR WEAPONS	01-21-22-7313	DFT0011104	13.55
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	DUMMY ROUNDS	01-21-22-7313	DFT0011104	30.65
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	CHAIRS FOR WC OFFICE	01-21-22-9504	DFT0011104	431.18
VALVOLINE LLC	260612	07/30/2025	OIL CHANGE FOR CAR 2427	01-21-22-6210	68826	40.98
SUNTRUP FORD INC	488434	07/30/2025	REAR BRAKES FOR CAR 2409	01-21-22-6210	68824	524.58
LEON UNIFORM CO INC	642115-01	07/30/2025	UNIFORM PURCHASE FOR TA	01-21-22-7308	2284	369.50
LEON UNIFORM CO INC	646857-03	07/30/2025	UNIFORM PURCHASE FOR V	01-21-22-7308	2284	18.00
LEON UNIFORM CO INC	648400-02	07/30/2025	UNIFORM PURCHASE FOR KL	01-21-22-7308	2284	258.00
LEON UNIFORM CO INC	648533-01	07/30/2025	UNIFORM PURCHASE FOR H	01-21-22-7308	2284	204.00
LEON UNIFORM CO INC	648538-01	07/30/2025	UNIFORM PURCHASE FOR LE	01-21-22-7308	2284	140.00
LEON UNIFORM CO INC	648830-01	07/30/2025	UNIFORM PURCHASE FOR M	01-21-22-7308	2284	149.00
LEON UNIFORM CO INC	649184	07/30/2025	UNIFORM PURCHASE FOR RE	01-21-22-7308	2284	187.00
LEON UNIFORM CO INC	649273	07/30/2025	UNIFORM PURCHASE FOR HI	01-21-22-7308	2284	154.00
LEON UNIFORM CO INC	649368	07/30/2025	UNIFORM PURCHASE FOR M	01-21-22-7308	2284	720.00
LEON UNIFORM CO INC	649412	07/30/2025	UNIFORM PURCHASE FOR B	01-21-22-7308	2284	337.00
LEON UNIFORM CO INC	649716	07/30/2025	UNIFORM PURCHASE FOR H	01-21-22-7308	2284	253.98
LEON UNIFORM CO INC	649872	07/30/2025	UNIFORM PURCHASE FOR LO	01-21-22-7308	2284	670.00
LEON UNIFORM CO INC	650059	07/30/2025	UNIFORM PURCHASE FOR LA	01-21-22-7308	2284	181.00
CDS OFFICE SYSTEMS INC	INV1705656	07/30/2025	BILLING 6/24-9/23/25 REPO	01-21-22-6213	2270	72.02
BROADWAY FORD TRUCK SALES	032425	08/06/2025	CREDIT ON STATEMENT	01-21-22-6210	2299	-136.62
BROADWAY FORD TRUCK SALES	107427	08/06/2025	WINDSHIELD FOR CAR 2410	01-21-22-6210	2299	715.00
BROADWAY FORD TRUCK SALES	112124-CREDIT	08/06/2025	CREDIT FOR CAR 2419 DIAG	01-21-22-6210	2299	-199.99
VALVOLINE LLC	261893	08/06/2025	OIL CHANGE FOR CAR 2408	01-21-22-6210	68851	40.98
VALVOLINE LLC	262004	08/06/2025	OIL CHANGE FOR CAR 2413	01-21-22-6210	68851	57.18
ENERGY PETROLEUM CO	529628	08/06/2025	PD PATROL	01-21-22-7307	2306	13,187.10
LEON UNIFORM CO INC	648830-80	08/06/2025	CREDIT FOR UNIFORM PURC	01-21-22-7308	2310	-18.00
LEON UNIFORM CO INC	650848	08/06/2025	UNIFORM PURCHASE FOR YA	01-21-22-7308	2310	108.00

Division 22 - PATROL Total: 19,213.86

Department 21 - POLICE Total: 23,488.73

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	APWA luncheon for J Heines	01-31-11-6261	DFT0011104	125.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	APWA credited for J. Heines l	01-31-11-6261	DFT0011104	-25.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	APWA Membership for S. Be	01-31-11-6262	DFT0011104	245.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	4 Imprint clothing for emplo	01-31-11-7308	DFT0011104	254.75
DREXEL TECHNOLOGIES INC	INV166429	07/30/2025	HP INK, PAPER, EXT WARRANT	01-31-11-9503	2275	1,796.56
DREXEL TECHNOLOGIES INC	INV166582	07/30/2025	HP DESIGNJET XL3800 MFP P	01-31-11-9503	2275	15,421.13
DREXEL TECHNOLOGIES INC	INV166583	07/30/2025	COPIER LEASE/MAINTENANC	01-31-11-6213	2275	36.55
DREXEL TECHNOLOGIES INC	INV166687	07/30/2025	SETUP SPEC 2025 OLIVE ME	01-31-11-6260	2275	47.00
MISSOURI ONE CALL SYSTEM INC	5070156	08/06/2025	UTILITY LOCATES JULY 2025	01-31-11-6211	2315	8.10
ENERGY PETROLEUM CO	529628	08/06/2025	PW ADMIN - J VANDERBECK	01-31-11-7307	2306	35.57
US BANK EQUIPMENT FINANCE	560862765	08/06/2025	COPIER LEASE & MAINTENA	01-31-11-6213	68850	336.80
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES PW ADMIN 6/2	01-31-11-6253	68847	143.72
Division 11 - ADMINISTRATIVE Total:						18,425.18
Division: 41 - STREET MAINTENANCE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Kids construction hats and sa	01-31-41-6261	DFT0011104	90.88
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	MACHINE TOOL REPLACEME	01-31-41-7302	DFT0011104	284.96
MISSOURI AMERICAN WATER CO	1017-210041240477-05/22/	07/25/2025	599 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011138	116.58
MISSOURI AMERICAN WATER CO	1017-210041240477-05/22/	07/25/2025	631 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011138	220.60
MISSOURI AMERICAN WATER CO	1017-210041240477-05/22/	07/25/2025	333 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011138	12.93
MISSOURI AMERICAN WATER CO	1017-210041240477-05/22/	07/25/2025	298 N NEW BALLAS RD 5/20/	01-31-41-6254	DFT0011138	486.42
JOHNNY ON THE SPOT 347	0347-000271736	07/30/2025	PORTA JOHNS JULY 2025	01-31-41-6266	68813	336.76
POMPS TIRE SERVICE INC	1240052982	07/30/2025	CRAFTCO MACHINE TIRES	01-31-41-6211	2289	259.04
RACHEL C BALLARD	17535	07/30/2025	EAB REMOVAL AT 12811 FIS	01-31-41-6212	2290	1,475.00
UNIFIRST CORPORATION	1880196064	07/30/2025	PW UNIFORMS WEEK OF 7/2	01-31-41-7308	2295	67.54
RENTOKIL NORTH AMERICA INC	80217790	07/30/2025	PEST CONTROL AT PWG - JUL	01-31-41-6212	2291	61.60
SAFETY KLEEN SYSTEMS INC	97597746	07/30/2025	DIESEL EXHAUST FLUUID	01-31-41-6210	68822	64.69
SAFETY KLEEN SYSTEMS INC	97597746	07/30/2025	DIESEL EXHAUST FLUUID	01-31-41-6211	68822	64.69
METROPOLITAN ST LOUIS SEWER DISTRICT	0473730-0-06/17/25	07/31/2025	996 E RUE DE LA BANQ 4/30	01-31-41-6254	DFT0011148	193.76

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
METROPOLITAN ST LOUIS SEWER DISTRICT	0549319-2-06/17/25	07/31/2025	1030 N LINDBERGH BLVD 4/3	01-31-41-6254	DFT0011164	33.60
HOME DEPOT CREDIT SERVICES	1620954	07/31/2025	LIGHT SWITCH	01-31-41-6212	68828	7.53
HOME DEPOT CREDIT SERVICES	1620954	07/31/2025	KEEPER STRAPS	01-31-41-7302	68828	15.96
AMERENUE	2316025009-07/10/25	07/31/2025	10276 OLIVE PED LIGHTING	01-31-41-6251	DFT0011140	47.33
AMERENUE	2523023477-07/10/25	07/31/2025	OLIVE LINDBERGH INTERCHA	01-31-41-6250	DFT0011141	75.59
HOME DEPOT CREDIT SERVICES	4034117	07/31/2025	2 SETS OF PLIERS	01-31-41-7302	68828	41.94
HOME DEPOT CREDIT SERVICES	5024129	07/31/2025	NUTS & BOLTS FOR SIGNS	01-31-41-7311	68828	66.59
HOME DEPOT CREDIT SERVICES	5024130	07/31/2025	HAND TOOLS AND BATTERIE	01-31-41-7302	68828	628.94
HOME DEPOT CREDIT SERVICES	5033991	07/31/2025	MECHANIC REPLACEMENT T	01-31-41-7302	68828	497.00
AMERENUE	5439133005-07/10/25	07/31/2025	10600 OLIVE BLVD OLIVE STR	01-31-41-6251	DFT0011139	62.21
SPIRE	7725111000-07/21/25	07/31/2025	996 RUE DE LA BANQUE 06/	01-31-41-6252	DFT0011155	28.75
HUMAN RESOURCE STAFFIN	1001081884	08/06/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	2308	677.82
HUMAN RESOURCE STAFFIN	1001083102	08/06/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	2308	1,981.98
HUMAN RESOURCE STAFFIN	1001083146	08/06/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	2308	1,647.36
AKT STUDIOS LLC	1126	08/06/2025	PLANTER BOX PIECES FOR OL	01-31-41-6212	68831	3,740.00
CERTASITE LLC	12750993	08/06/2025	FIRE EXTINGUISHERS AT PW	01-31-41-6211	2300	1,188.86
NEW FRONTIER MATERIALS LLC	12868179	08/06/2025	TICKET #43029229 MILLENNI	01-31-41-7305	2316	264.88
NEW FRONTIER MATERIALS LLC	12868693	08/06/2025	TICKET #43029497 NIMES/B	01-31-41-7305	2316	187.44
OREILLY AUTOMOTIVE STORES INC	1388-115208	08/06/2025	113 FRONT BRAKES	01-31-41-6210	2318	208.95
SITEONE LANDSCAPE SUPPLY HOLDING LLC	156744686-001	08/06/2025	SPREADER AND HERBICIDE P	01-31-41-7303	68843	192.28
UNIFIRST CORPORATION	1880197305	08/06/2025	PW UNIFORMS WEEK OF 07/	01-31-41-7308	2325	67.54
MCCONNELLS OF ST LOUIS INC	2507-117054	08/06/2025	CRACK SEAL, SQUEEGE BLAD	01-31-41-7302	2314	108.90
IDEAL LANDSCAPE CONSTRUCTION INC	36096	08/06/2025	#7038 - OLIVE & 270 NO PO	01-31-41-6212	2309	141.45
ENERGY PETROLEUM CO	529628	08/06/2025	PW STREETS	01-31-41-7307	2306	3,679.68
WIEGMANN ASSOCIATES	85998	08/06/2025	WORK ORDER 251849 AC PR	01-31-41-6212	2328	590.00
WIEGMANN ASSOCIATES	86102	08/06/2025	WORK ORDER 251980 EXHA	01-31-41-6212	2328	455.00
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES STREETS 6/21/	01-31-41-6253	68847	123.75
CHUCKS ACQUISITION CO LL	I3-0004973	08/06/2025	WORK BOOTS FOR PWG SEE	01-31-41-7308	2301	1,391.22
CHUCKS ACQUISITION CO LL	I3-0005032	08/06/2025	WORK BOOTS FOR BRISCOE	01-31-41-7308	2301	299.98
CHUCKS ACQUISITION CO LL	I3-0005053	08/06/2025	WORK BOOTS FOR KAMMER	01-31-41-7308	2301	284.92
ST LOUIS COMPOSTING INC	INV367920	08/06/2025	RUE DE FLEUR LOG HAUL OF	01-31-41-7303	68844	120.00
ST LOUIS SAFETY INC	INV626208	08/06/2025	NON-ASPIRIN, COLD RELIEF,	01-31-41-6271	68845	12.35

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS SAFETY INC	INV626208	08/06/2025	NON-ASPIRIN, COLD RELIEF,	01-31-41-7308	68845	57.00
RICHARD SCHOENBERG	LEASE FY26	08/06/2025	PROPERTY LEASE AT 13192 O	01-31-41-6212	68842	9,000.00
CK POWER	SVI140708	08/06/2025	GENERATOR MAINTENANCE	01-31-41-6212	68835	537.84
Division 41 - STREET MAINTENANCE Total:						32,200.09
Division: 43 - PARKS MAINTENANCE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	METAL PLATE FO WOMENS R	01-31-43-6212	DFT0011104	316.95
MISSOURI AMERICAN WATER CO	1017-210041240477-05/22/	07/25/2025	11370 ST PAUL ST PARK 5/22	01-31-43-6254	DFT0011138	70.61
MISSOURI AMERICAN WATER CO	1017-210041240477-05/22/	07/25/2025	10620 COUNTRY VIEW DR 5/	01-31-43-6254	DFT0011138	59.26
MISSOURI AMERICAN WATER CO	1017-210041240477-05/22/	07/25/2025	203 TOWNSEND ST 5/22/25-	01-31-43-6254	DFT0011138	11.95
JOHNNY ON THE SPOT 347	0347-000271736	07/30/2025	PORTA JOHNS JULY 2025	01-31-43-6266	68813	336.76
POMPS TIRE SERVICE INC	1240052982	07/30/2025	CRAFTCO MACHINE TIRES	01-31-43-6211	2289	86.34
UNIFIRST CORPORATION	1880196064	07/30/2025	PW UNIFORMS WEEK OF 7/2	01-31-43-7308	2295	22.52
IDEAL LANDSCAPE CONSTRUCTION INC	36056	07/30/2025	#6770 IRRIGATION REPAIR AT	01-31-43-6212	2283	1,066.68
IDEAL LANDSCAPE CONSTRUCTION INC	36057	07/30/2025	#6771 IRRIGATION AT MILLE	01-31-43-6212	2283	1,599.35
RENTOKIL NORTH AMERICA INC	80218347	07/30/2025	PEST CONTROL AT TAPPMY	01-31-43-6224	2291	71.50
SAFETY KLEEN SYSTEMS INC	97597746	07/30/2025	DIESEL EXHAUST FLUUID	01-31-43-6210	68822	21.56
SAFETY KLEEN SYSTEMS INC	97597746	07/30/2025	DIESEL EXHAUST FLUUID	01-31-43-6211	68822	21.56
MILFORD SUPPLY CO	S1808601.001	07/30/2025	PARK RESTROOM TOLIET TIS	01-31-43-6212	2287	474.00
METROPOLITAN ST LOUIS SEWER DISTRICT	0034325-1-06/17/25	07/31/2025	11370 ST PAUL ST 4/30/25-5	01-31-43-6254	DFT0011162	43.76
METROPOLITAN ST LOUIS SEWER DISTRICT	0472261-7-06/17/25	07/31/2025	12100 CONWAY RD 4/30/25-	01-31-43-6254	DFT0011161	49.94
METROPOLITAN ST LOUIS SEWER DISTRICT	0567312-4-06/17/25	07/31/2025	10620 COUNTRY VIEW DR 4/	01-31-43-6254	DFT0011160	56.12
METROPOLITAN ST LOUIS SEWER DISTRICT	0578025-9-06/17/25	07/31/2025	1000 BARNES WEST DR 4/30	01-31-43-6254	DFT0011159	80.84
METROPOLITAN ST LOUIS SEWER DISTRICT	0578184-4-06/17/25	07/31/2025	601 COEUR DE VILLE DR 4/3	01-31-43-6254	DFT0011147	255.65
METROPOLITAN ST LOUIS SEWER DISTRICT	0783768-5-06/17/25	07/31/2025	2 BARNES WEST DR 4/30/25-	01-31-43-6224	DFT0011163	43.76
HOME DEPOT CREDIT SERVICES	1520356	07/31/2025	TAPPMYER WHEELBARROW	01-31-43-6224	68828	99.96
HOME DEPOT CREDIT SERVICES	3352140	07/31/2025	QUIKRETE	01-31-43-6212	68828	12.74
HOME DEPOT CREDIT SERVICES	4034117	07/31/2025	BATTERY POWERED BLOWER	01-31-43-7302	68828	129.00
SPIRE	7725111000-07/21/25	07/31/2025	996 RUE DE LA BANQUE 06/	01-31-43-6252	DFT0011155	28.74

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HOME DEPOT CREDIT SERVICES	8515148	07/31/2025	CLEANER FOR PRESSIRE WAS	01-31-43-9503	68828	155.97
HOME DEPOT CREDIT SERVICES	9373193	07/31/2025	CLEANER FOR BATHROOMS	01-31-43-7301	68828	45.46
HUMAN RESOURCE STAFFIN	1001081884	08/06/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	2308	225.94
HUMAN RESOURCE STAFFIN	1001083102	08/06/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	2308	660.66
HUMAN RESOURCE STAFFIN	1001083146	08/06/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	2308	549.12
CERTASITE LLC	12750993	08/06/2025	FIRE EXTINGUISHERS AT PW	01-31-43-6211	2300	396.29
OREILLY AUTOMOTIVE STORES INC	1388-115208	08/06/2025	113 FRONT BRAKES	01-31-43-6210	2318	69.65
METROPOLITAN ST LOUIS SEWER DISTRICT	1473499-0-07/17/25	08/06/2025	2 BARNES WEST DR 5/31/25-	01-31-43-6224	DFT0011143	145.20
SITEONE LANDSCAPE SUPPLY HOLDING LLC	156744686-001	08/06/2025	SPREADER AND HERBICIDE P	01-31-43-7303	68843	192.29
UNIFIRST CORPORATION	1880197305	08/06/2025	PW UNIFORMS WEEK OF 07/	01-31-43-7308	2325	22.52
ENERGY PETROLEUM CO	529628	08/06/2025	PW PARKS	01-31-43-7307	2306	2,730.30
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES TAPPMAYER H	01-31-43-6224	68847	51.00
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES PARKS 6/21/25	01-31-43-6253	68847	44.72
CHUCKS ACQUISITION CO LL	I3-0004973	08/06/2025	WORK BOOTS FOR PWG SEE	01-31-43-7308	2301	463.74
CHUCKS ACQUISITION CO LL	I3-0005032	08/06/2025	WORK BOOTS FOR BRISCOE	01-31-43-7308	2301	100.00
CHUCKS ACQUISITION CO LL	I3-0005053	08/06/2025	WORK BOOTS FOR KAMMER	01-31-43-7308	2301	94.98
ST LOUIS COMPOSTING INC	INV368214	08/06/2025	MULCH AT MALCOLM	01-31-43-7303	68844	416.00
ST LOUIS COMPOSTING INC	INV368219	08/06/2025	MULCH FOR MALCOLM PARK	01-31-43-7303	68844	208.00
ST LOUIS COMPOSTING INC	INV368278	08/06/2025	MULCH MALCOLM	01-31-43-7303	68844	208.00
ST LOUIS COMPOSTING INC	INV368333	08/06/2025	MULCH FOR MALCOLM PARK	01-31-43-7303	68844	104.00
ST LOUIS COMPOSTING INC	INV368351	08/06/2025	MULCH FOR MALCOLM PARK	01-31-43-7303	68844	208.00
ST LOUIS COMPOSTING INC	INV368441	08/06/2025	MULCH FOR MALCOLM PARK	01-31-43-7303	68844	312.00
ST LOUIS SAFETY INC	INV626208	08/06/2025	NON-ASPIRIN, COLD RELIEF,	01-31-43-6271	68845	12.35
ST LOUIS SAFETY INC	INV626208	08/06/2025	NON-ASPIRIN, COLD RELIEF,	01-31-43-7308	68845	19.00

Division 43 - PARKS MAINTENANCE Total: 12,394.74

Department 31 - PUBLIC WORKS Total: 63,020.01

Department: 32 - COMMUNIITY DEVELOPMENT

Division: 11 - ADMINISTRATIVE

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Potbelly Dinner before P & Z	01-32-11-6264	DFT0011104	40.01
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Dierbergs drinks for Bayer Ea	01-32-11-6264	DFT0011104	17.57
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Potbelly Dinner before P&Z/	01-32-11-6264	DFT0011104	156.91
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Dierbergs food for Bayer East	01-32-11-6264	DFT0011104	155.40
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	4 Imprint clothing for emplo	01-32-11-7308	DFT0011104	191.28

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES PLNING 6/21/2	01-32-11-6253	68847	24.75
Division 11 - ADMINISTRATIVE Total:						585.92
Division: 61 - BUILDING DEPARTMENT						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ICC Residential Plans Examin	01-32-61-6261	DFT0011104	305.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ICC Building Plans Examiner	01-32-61-6261	DFT0011104	240.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ICC Building Plans Examiner	01-32-61-6261	DFT0011104	69.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Advil for the office	01-32-61-7304	DFT0011104	18.27
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	4 Imprint clothing for emplo	01-32-61-7308	DFT0011104	680.05
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Chucks Boots for R. Zielke	01-32-61-7308	DFT0011104	175.00
THE DAVENPORT GROUP USA LTD	25A09-MOCC	08/06/2025	2025-2026 ANNUAL SERVICE	01-32-61-6213	2324	32,635.15
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES BUILDING 6/21	01-32-61-6253	68847	123.75
Division 61 - BUILDING DEPARTMENT Total:						34,246.22
Department 32 - COMMUNIITY DEVELOPMENT Total:						34,832.14
Fund 01 - GENERAL FUND Total:						472,230.54
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
TOTAL MECHANICAL SERVICES INC	12	07/30/2025	Change Order #1	02-61-71-9506	2294	13,400.00
TOTAL MECHANICAL SERVICES INC	12	07/30/2025	Change Order #2	02-61-71-9506	2294	22,630.00
TOTAL MECHANICAL SERVICES INC	12	07/30/2025	Ice Rink R-22 Switchover Proj	02-61-71-9506	2294	92,349.15
GEORGE L CRAWFORD & ASSOCIATES INC	210500103	07/30/2025	Lindbergh-Old Olive Design P	02-61-71-9510	68811	1,441.19
WILLIAM M HAMPTON	2513	07/30/2025	CRAIG ROAD IMPROV (STP G	02-61-71-9510	68827	6,000.00
B32 ENGINEERING GROUP INC	3416	07/30/2025	R-22 Switchover Rink Project	02-61-71-9506	68807	1,170.00
B32 ENGINEERING GROUP INC	3614	07/30/2025	R-22 Switchover Rink Project	02-61-71-9506	68807	8,869.89
HORNER AND SHIFRIN INC	76851	07/30/2025	ENG SERVICES BALLAS SDLK	02-61-71-9510	2282	1,005.00
HORNER AND SHIFRIN INC	76964	07/30/2025	NEW BALLAS IMPROV PHASE	02-61-71-9510	2281	3,560.00
REFINITIV US LLC	PARCEL 10	07/31/2025	CRAIG RD EASEMENT-TEMP	02-61-71-9510	68830	2,400.00
ENERGY PETROLEUM CO	529628	08/06/2025	PW ADMIN - CIP K MULLIGA	02-61-71-7307	2306	216.93

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
LUBY EQUIPMENT SERVICES	ESA000292-1	08/06/2025	2025 takeuchi tb235-2 mini x	02-61-71-9516	68838	22,375.00
Division 71 - CIP Total:						175,417.16
Department 61 - CIP Total:						175,417.16
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						175,417.16

Fund: 05 - PARKS & STORMWATER FUND

Department: 61 - CIP

Division: 71 - CIP

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	MSD Reoccurring fee for eas	05-61-71-9506	DFT0011104	38.25
ENERGY PETROLEUM CO	529628	08/06/2025	PW ADMIN - PARKS &STORM	05-61-71-7307	2306	146.07
LUBY EQUIPMENT SERVICES	ESA000292-1	08/06/2025	2025 takeuchi tb235-2 mini x	05-61-71-9516	68838	30,000.00
Division 71 - CIP Total:						30,184.32
Department 61 - CIP Total:						30,184.32
Fund 05 - PARKS & STORMWATER FUND Total:						30,184.32

Fund: 06 - MUNICIPAL ENTERPRISE FUND

CALLAWAY GOLF SALES COMPANY	940781985	07/30/2025	GOLF BALLS FOR RESALE	06-1625	68809	612.00
CALLAWAY GOLF SALES COMPANY	940881025	08/06/2025	HATS & GLOVES FOR RESALE	06-1628	68834	680.68
						1,292.68
						1,292.68

Department: 14 - COMMUNITY SERVICES

Division: 31 - ICE ARENA

MISSOURI AMERICAN WATER CO	1017-210013831861-07/02/	07/24/2025	11400 OLDE CABIN FIRE SER	06-14-31-6254	DFT0011149	97.33
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Misc Supplies	06-14-31-6212	DFT0011104	88.33
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	US Figure Skating Members	06-14-31-6262	DFT0011104	31.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Replacement wood for golf si	06-14-31-9501	DFT0011104	1,953.01
MISSOURI AMERICAN WATER CO	1017-210013831700-05/16/	07/28/2025	11400 OLDE CABIN RD 5/16/	06-14-31-6254	DFT0011166	1,420.33
SPIRE	4981701000-07/18/25	07/28/2025	11400 OLDE CABIN RD 06/18	06-14-31-6252	DFT0011157	893.00
RSC INSURANCE BROKERAGE INC	38524	07/30/2025	FY26 LIQUOR LIABILITY INSU	06-14-31-6220	2292	768.00
VESTIS GROUP INC	6170445527	07/30/2025	DRC MOP & TOWELS	06-14-31-7301	2296	32.36
GRAINGER	9571730770	07/30/2025	MISC MAINT. SUPPLIES DRC	06-14-31-6212	2279	143.55
METROPOLITAN ST LOUIS SEWER DISTRICT	1049261-9-06/17/25	07/31/2025	11400 OLDE CABIN RD 4/30/	06-14-31-6254	DFT0011144	408.62
HOME DEPOT CREDIT SERVICES	1827340	07/31/2025	HEAVY DUTY GATE WHEEL	06-14-31-9501	68828	40.99

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HOME DEPOT CREDIT SERVICES	2203608	07/31/2025	FLAT HEAD WOOD DECK SCR	06-14-31-9501	68828	172.01
HOME DEPOT CREDIT SERVICES	2230194	07/31/2025	ADJUST-A-GATE STEEL GATE	06-14-31-9501	68828	302.60
HOME DEPOT CREDIT SERVICES	3904194	07/31/2025	HURRICANE TIES, ADJUST-A-	06-14-31-9501	68828	122.83
HOME DEPOT CREDIT SERVICES	3904214	07/31/2025	RETURNED ADJUST-A-GATE	06-14-31-9501	68828	-29.27
LOCAL CLEANERS LLC	000469	08/06/2025	CLEANING SERVICES - LOCAL	06-14-31-6203	2311	750.00
VESTIS GROUP INC	6170448747	08/06/2025	DRC MOPS AND TOWELS	06-14-31-7301	2326	32.36
RENTOKIL NORTH AMERICA INC	75005857	08/06/2025	FEB. PEST CONTROL FOR DR	06-14-31-6212	2320	84.70
RENTOKIL NORTH AMERICA INC	78907011	08/06/2025	PEST CONTROL JUNE DRC	06-14-31-6212	2320	84.70
RHINE PARACO GAS OF ST LOUIS LLC	926231	08/06/2025	PROPANE FOR OLY	06-14-31-7307	2321	193.51
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES ICE RINK 6/21/	06-14-31-6253	68847	24.75
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES GOLF 6/21/25-	06-14-31-6253	68847	24.75
WESTERN STATES FIRE PROTECTION	NAT052322	08/06/2025	EMERGENCY CALL OUT TO FI	06-14-31-6212	2327	3,295.00
Division 31 - ICE ARENA Total:						10,934.46

Division: 32 - GOLF MAINTENANCE

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	carburetor parts hedge trim	06-14-32-6211	DFT0011104	21.98
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	hydration freeze pops	06-14-32-6271	DFT0011104	42.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	hydration packets	06-14-32-6271	DFT0011104	47.18
MISSOURI AMERICAN WATER CO	1017-210013831700-05/16/	07/28/2025	11400 OLDE CABIN RD 5/16/	06-14-32-6254	DFT0011166	3,250.51
SITEONE LANDSCAPE SUPPLY HOLDING LLC	156309446-001	07/30/2025	SUBDE MAXX AND PROTECT	06-14-32-7303	68823	791.00
ENERGY PETROLEUM CO	527386	07/30/2025	UNLEADED GAS AND DIESEL	06-14-32-7307	2276	1,354.09
GREENSPRO INC	INV0062667	07/30/2025	DACONIL ACTION	06-14-32-7303	2280	1,060.00
GREENSPRO INC	INV0062668	07/30/2025	SIGNATURE XTRA STRESSGA	06-14-32-7303	2280	841.60
GREENSPRO INC	INV0062669	07/30/2025	SIGNATURE XTRA STREESAR	06-14-32-7303	2280	841.60
GREENSPRO INC	INV0062985	07/30/2025	NOZZLES FOR 1750	06-14-32-6211	2280	225.84
HOME DEPOT CREDIT SERVICES	1023657	07/31/2025	DRAIN COUPLER	06-14-32-6212	68828	10.96
HOME DEPOT CREDIT SERVICES	7041777	07/31/2025	MIX OIL, BATHROOM TISSUE,	06-14-32-6211	68828	49.85
HOME DEPOT CREDIT SERVICES	7041777	07/31/2025	MIX OIL, BATHROOM TISSUE,	06-14-32-6212	68828	84.05
HOME DEPOT CREDIT SERVICES	7041777	07/31/2025	MIX OIL, BATHROOM TISSUE,	06-14-32-7301	68828	37.98

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERENUE	0639074006-07/15/25	08/05/2025	11400 OLDE CABIN LAKE FO	06-14-32-6250	DFT0011153	220.29
AMERENUE	4863142006-07/15/25	08/05/2025	11400 OLDE CABIN GOLF FA	06-14-32-6250	DFT0011151	419.99
AMERENUE	7072604119-07/15/25	08/05/2025	11400 OLDE CABIN MAINT S	06-14-32-6250	DFT0011152	74.53
RENTOKIL NORTH AMERICA INC	75005857	08/06/2025	FEB. PEST CONTROL FOR DR	06-14-32-6212	2320	36.30
RENTOKIL NORTH AMERICA INC	78907011	08/06/2025	PEST CONTROL JUNE DRC	06-14-32-6212	2320	36.30
T MOBILE USA	971998911-07/21/25	08/06/2025	CITY PHONES GOLF MAINT 6	06-14-32-6253	68847	24.75
ADVANCED TURF SOLUTIONS INC	SO1358624	08/06/2025	CELERO & QBALL HERBICIDE	06-14-32-7303	2298	586.41
Division 32 - GOLF MAINTENANCE Total:						10,057.21
Division: 33 - PRO-SHOP						
SPIRE	4981701000-07/18/25	07/28/2025	11400 OLDE CABIN RD 06/18	06-14-33-6252	DFT0011157	382.83
T N T INC	223080	07/30/2025	CART REPAIRS	06-14-33-6210	68825	2,970.96
RSC INSURANCE BROKERAGE INC	38524	07/30/2025	FY26 LIQUOR LIABILITY INSU	06-14-33-6220	2292	768.00
VESTIS GROUP INC	6170445527	07/30/2025	DRC MOP & TOWELS	06-14-33-7301	2296	22.80
CALLAWAY GOLF SALES COMPANY	940781985	07/30/2025	GOLF BALLS FOR RESALE	06-14-33-8324	68809	0.42
ALL STAR PRO GOLF	INV42324	07/30/2025	GOLF PENCILS	06-14-33-7304	2268	294.47
METROPOLITAN ST LOUIS SEWER DISTRICT	1049261-9-06/17/25	07/31/2025	11400 OLDE CABIN RD 4/30/	06-14-33-6254	DFT0011144	136.20
VESTIS GROUP INC	6170448747	08/06/2025	DRC MOPS AND TOWELS	06-14-33-7301	2326	22.80
PATTONVILLE SCHOOL DISTRICT	7051	08/06/2025	GOLF CLUB SCORE CARDS	06-14-33-7304	68839	640.00
YAMAHA MOTOR FINANCE CORPORATION USA	882245	08/06/2025	Golf Cart Lease - Year 3 of 4	06-14-33-9503	68852	5,340.00
CALLAWAY GOLF SALES COMPANY	940881025	08/06/2025	HATS & GLOVES FOR RESALE	06-14-33-8324	68834	0.23
AMERENUE	9601003815-07/16/25	08/06/2025	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0011154	2,829.95
Division 33 - PRO-SHOP Total:						13,408.66
Division: 34 - FOOD SERVICES						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Snacks for Resale	06-14-34-8319	DFT0011104	69.79
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	Snacks for Resale	06-14-34-8319	DFT0011104	405.18
BREAKTHRU BEVERAGE GROUP	122552935	07/30/2025	BEER FOR RESALE	06-14-34-8316	68808	236.71
D AND D DISTRIBUTORS LLP	405789	07/30/2025	BEER FOR RESALE	06-14-34-8316	2273	409.85
VESTIS GROUP INC	6170445527	07/30/2025	DRC MOP & TOWELS	06-14-34-7301	2296	18.40
DEPARTMENT OF REVENUE	LIQ LICENSE FY26	07/30/2025	LIQUOR LECENSE FY26 DRC	06-14-34-6202	68810	1.00
DEPARTMENT OF REVENUE	LIQ SUNDAY FY26	07/30/2025	LIQUOR LICENSE SUNDAY SA	06-14-34-6202	68810	1.00
D AND D DISTRIBUTORS LLP	411914	08/06/2025	BEER FOR RESALE	06-14-34-8316	2303	377.95
PEPSICO BEVERAGE SALES LL	60158006	08/06/2025	SOFT DRINKS FOR RESALE	06-14-34-8317	68840	684.04

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
VESTIS GROUP INC	6170448747	08/06/2025	DRC MOPS AND TOWELS	06-14-34-7301	2326	18.40
						Division 34 - FOOD SERVICES Total: 2,222.32
						Department 14 - COMMUNITY SERVICES Total: 36,622.65
						Fund 06 - MUNICIPAL ENTERPRISE FUND Total: 37,915.33
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
LORENE MAHAN	00188-0595-07/17/25	07/30/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68814	6,417.71
						Division 93 - SEWER LATERAL Total: 6,417.71
						Department 61 - CIP Total: 6,417.71
						Fund 11 - SEWER LATERAL FUND Total: 6,417.71
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - PUBLIC SAFETY						
MISSOURI AMERICAN WATER CO	1017-220023905773-07/02/	07/24/2025	350 N NEW BALLAS RD FIRE J	19-21-23-6254	DFT0011150	179.74
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	CLEANING SUPPLY ITEM FOR	19-21-23-6212	DFT0011104	25.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	WATER FILTERS FOR WATER F	19-21-23-6212	DFT0011104	492.78
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ADV CRASH INVESTIGATION -	19-21-23-6261	DFT0011104	470.80
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ADV CRASH INVESTIGATION -	19-21-23-6261	DFT0011104	470.80
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	REFUND FOR TAX CHARGED	19-21-23-6261	DFT0011104	-13.02
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	GAS-DWI/TRAFFIC SAFETY/D	19-21-23-6265	DFT0011104	40.52
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	LODGING-DWI/TRAFFIC SAFE	19-21-23-6265	DFT0011104	378.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	LODGING-DWI/TRAFFIC SAFE	19-21-23-6265	DFT0011104	378.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	PD LOUNGE SUPPLIES	19-21-23-7304	DFT0011104	420.50
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	COFFEE FOR PD	19-21-23-7304	DFT0011104	106.08
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	3 PRONG EXTENSION CORD	19-21-23-7331	DFT0011104	63.92
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	KEYBOARD FOR CHIEF'S OFFI	19-21-23-7331	DFT0011104	69.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	ADJUSTABLE TOWER STAND	19-21-23-7331	DFT0011104	14.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	KEYBOARD AND MOUSE FOR	19-21-23-7331	DFT0011104	37.99

Council Report of Invoices Paid Listing

Payment Dates: 7/24/2025 - 8/6/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUN 25	07/24/2025	SURGE PROTECTORS FOR PD	19-21-23-7331	DFT0011104	43.79
SPIRE	0076006378-07/15/25	07/25/2025	350 N NEW BALLAS RD 06/1	19-21-23-6252	DFT0011158	96.28
MISSOURI DIVISION OF FIRE SAFETY	000189722	07/30/2025	350 N NEW BALLAS-ELEVATO	19-21-23-6212	68817	25.00
MISSOURI STATE HIGHWAY PATROL	1009005	07/30/2025	2025 CRASH RECONSTRUCTI	19-21-23-6261	68818	1,400.00
THOMAS J KRUG	6617	07/30/2025	STATE ANNUAL SAFETY TESTS	19-21-23-6211	2293	155.00
RENTOKIL NORTH AMERICA INC	80218452	07/30/2025	JULY 2025 PEST CONTROL M	19-21-23-6212	2291	70.40
FLOCK GROUP INC	INV-69574	07/30/2025	YEAR 3 OF 60 MONTH TERM	19-21-23-6211	2278	17,500.00
LOCAL CLEANERS LLC	000468	08/06/2025	CLEANING SERVICES - LOCAL	19-21-23-6212	2311	1,275.00
DELL MARKETING LP	10825955341	08/06/2025	(3) DOCKING STATIONS FOR I	19-21-23-9503	2304	1,914.30
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9-07/17/25	08/06/2025	350 N NEW BALLAS RADL 5/	19-21-23-6254	DFT0011165	223.60
PREFERRED RESOURCE NETWORK INC	16403	08/06/2025	1 POLICE WELL-BEING	19-21-23-6203	2319	75.00
AUTHORIZED ELEVATOR	2489	08/06/2025	O&G QUARTERLY MAINT AU	19-21-23-6211	68833	300.00
Division 23 - PUBLIC SAFETY Total:						26,215.45
Department 21 - POLICE Total:						26,215.45
Fund 19 - PUBLIC SAFETY FUND Total:						26,215.45
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-07/28/25	07/30/2025	EPAYMENT 7/30/25	99-2809	DFT0011178	9,253.98
ARVEST BANK	3025-07/28/25	07/30/2025	EPAYMENT 7/30/25	99-2809	DFT0011179	2,012.24
ARVEST BANK	3025-08/04/25	08/06/2025	EPAYMENT 8/6/25	99-2809	DFT0011180	2,215.40
						13,481.62
						13,481.62
Fund 99 - POOLED CASH Total:						13,481.62
Grand Total:						761,862.13

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	472,230.54
02 - CAPITAL IMPROVEMENT FUND	175,417.16
05 - PARKS & STORMWATER FUND	30,184.32
06 - MUNICIPAL ENTERPRISE FUND	37,915.33
11 - SEWER LATERAL FUND	6,417.71
19 - PUBLIC SAFETY FUND	26,215.45
99 - POOLED CASH	13,481.62
Grand Total:	761,862.13

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-6264	IN TOWN MEETINGS	793.86
01-11-12-6265	TRAVEL & CONFERENCE	357.00
01-11-13-6261	EDUCATION & TRAINING	75.00
01-12-10-6201	LEGAL AND ACCOUNTIN	17,266.56
01-12-11-6202	TECHNICAL AND PERSO	79.12
01-12-11-6203	PROFESSIONAL SERVICE	12,602.35
01-12-11-6253	TELEPHONE	49.50
01-12-11-6262	DUES MEMBERSHIPS &	112.94
01-12-11-6264	IN TOWN MEETINGS	123.08
01-12-14-6201	LEGAL AND ACCOUNTIN	1,875.00
01-12-14-6213	OFFICE EQUIPMENT MAI	192.63
01-12-14-6253	TELEPHONE	24.75
01-13-11-6202	TECHNICAL AND PERSO	1.00
01-13-11-6253	TELEPHONE	24.75
01-13-15-5230	HOSPITAL AND MEDICAL	16,901.67
01-13-15-5244	UNEMPLOYMENT COMP	1.08
01-13-15-6213	OFFICE EQUIPMENT MAI	66.00
01-13-15-6272	EMPLOYEE RELATIONS	459.93
01-13-15-7312	OFFICE SUPPLIES	930.61
01-13-51-6202	TECHNICAL AND PERSO	1,216.50
01-13-51-6213	OFFICE EQUIPMENT MAI	569.48
01-13-51-6253	TELEPHONE	24.75
01-13-51-7331	COMPUTER HARDWARE	12,787.72
01-13-51-7332	COMPUTER SOFTWARE	1,419.97
01-14-11-6202	TECHNICAL AND PERSO	714.00
01-14-11-6203	PROFESSIONAL SERVICE	460.43
01-14-11-6281	5K RUN EXPENSES	438.95
01-14-11-7304	GENERAL SUPPLIES	159.13
01-16-11-6211	EQUIPMENT MAINTENA	1,651.00

Account Summary

Account Number	Account Name	Payment Amount
01-16-11-6212	BUILDING AND GROUND	4,070.44
01-16-11-6252	NATURAL GAS	114.50
01-16-11-6253	TELEPHONE	24.75
01-16-11-6254	WATER AND SEWER	928.96
01-16-11-7308	WEARING APPAREL AND	24.70
01-1656	PREPAID MISCELLANEO	2,308.00
01-2101	ST. LOUIS CITY EARNING	866.54
01-2102	FICA WITHHOLDING	46,115.84
01-2103	MEDICARE WITHHOLDIN	10,785.22
01-2104	FEDERAL TAX WITHHOL	36,312.42
01-2105	MISSOURI TAX WITHHOL	13,071.00
01-21-11-6203	PROFESSIONAL SERVICE	173.98
01-21-11-6210	VEHICLE MAINTENANCE	21.24
01-21-11-6213	OFFICE EQUIPMENT MAI	149.00
01-21-11-6253	TELEPHONE	64.49
01-21-11-6262	DUES MEMBERSHIPS &	20.99
01-21-11-6264	IN TOWN MEETINGS	90.00
01-21-11-6271	MEDICAL SUPPLIES	22.20
01-21-11-7302	SMALL TOOLS	33.81
01-21-11-7304	GENERAL SUPPLIES	849.77
01-21-11-7306	MEMORIALS AND PLAQ	100.56
01-21-11-7307	GASOLINE, PROPANE &	566.64
01-21-11-7308	WEARING APPAREL AND	121.82
01-21-21-6202	TECHNICAL AND PERSO	132.00
01-21-21-6203	PROFESSIONAL SERVICE	180.00
01-21-21-6253	TELEPHONE	39.96
01-21-21-6265	TRAVEL & CONFERENCE	719.21
01-21-21-7304	GENERAL SUPPLIES	37.84
01-21-21-7307	GASOLINE, PROPANE &	951.36
01-21-22-6210	VEHICLE MAINTENANCE	1,562.82
01-21-22-6211	EQUIPMENT MAINTENA	10.85
01-21-22-6213	OFFICE EQUIPMENT MAI	72.02
01-21-22-6253	TELEPHONE	12.99
01-21-22-7302	SMALL TOOLS	31.57
01-21-22-7304	GENERAL SUPPLIES	129.65
01-21-22-7307	GASOLINE, PROPANE &	13,187.10
01-21-22-7308	WEARING APPAREL AND	3,731.48
01-21-22-7313	RANGE SUPPLIES	44.20
01-21-22-9504	OFFICE EQUIPMENT	431.18
01-2211	HEALTH INSURANCE	126,168.09
01-2213	DENTAL INSURANCE PAY	6,435.93
01-2218	VISION CARE	990.73

Account Summary

Account Number	Account Name	Payment Amount
01-2224	VISION CARE-COBRA	46.72
01-2225	HEALTH INS PREM PAID	3,518.02
01-2226	DENTAL INS PREM PAID	329.54
01-2312	401 - ICMA	875.16
01-2318	ICMA ROTH 457	7,812.29
01-2319	ICMA ROTH IRA	687.16
01-2321	457 - VOYA	1,360.98
01-2322	457 - ICMA	11,231.91
01-2323	MOST PROGRAM	525.00
01-2415	DOMESTIC VIOLENCE SH	4,152.00
01-2811	OLIVE/GRAESER REIMBU	755.00
01-31-11-6211	EQUIPMENT MAINTENA	8.10
01-31-11-6213	OFFICE EQUIPMENT MAI	373.35
01-31-11-6253	TELEPHONE	143.72
01-31-11-6260	ADVERTISING	47.00
01-31-11-6261	EDUCATION & TRAINING	100.00
01-31-11-6262	DUES MEMBERSHIPS &	245.00
01-31-11-7307	GASOLINE, PROPANE &	35.57
01-31-11-7308	WEARING APPAREL AND	254.75
01-31-11-9503	EQUIPMENT	17,217.69
01-31-41-6207	TEMP PROFESSIONAL SE	4,307.16
01-31-41-6210	VEHICLE MAINTENANCE	273.64
01-31-41-6211	EQUIPMENT MAINTENA	1,512.59
01-31-41-6212	BUILDING AND GROUND	16,008.42
01-31-41-6250	ELECTRICITY	75.59
01-31-41-6251	STREET LIGHTING	109.54
01-31-41-6252	NATURAL GAS	28.75
01-31-41-6253	TELEPHONE	123.75
01-31-41-6254	WATER AND SEWER	1,063.89
01-31-41-6261	EDUCATION & TRAINING	90.88
01-31-41-6266	EQUIPMENT RENTAL	336.76
01-31-41-6271	MEDICAL SUPPLIES	12.35
01-31-41-7302	SMALL TOOLS	1,577.70
01-31-41-7303	HORTICULTURAL SUPPLI	312.28
01-31-41-7305	STREET & SIDEWALK MA	452.32
01-31-41-7307	GASOLINE, PROPANE &	3,679.68
01-31-41-7308	WEARING APPAREL AND	2,168.20
01-31-41-7311	STREET SIGNS	66.59
01-31-43-6207	TEMP PROFESSIONAL SE	1,435.72
01-31-43-6210	VEHICLE MAINTENANCE	91.21
01-31-43-6211	EQUIPMENT MAINTENA	504.19
01-31-43-6212	BUILDING AND GROUND	3,469.72

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-6224	TAPMEYER HOUSE MAI	411.42
01-31-43-6252	NATURAL GAS	28.74
01-31-43-6253	TELEPHONE	44.72
01-31-43-6254	WATER AND SEWER	628.13
01-31-43-6266	EQUIPMENT RENTAL	336.76
01-31-43-6271	MEDICAL SUPPLIES	12.35
01-31-43-7301	CHEMICALS & CLEANING	45.46
01-31-43-7302	SMALL TOOLS	129.00
01-31-43-7303	HORTICULTURAL SUPPLI	1,648.29
01-31-43-7307	GASOLINE, PROPANE &	2,730.30
01-31-43-7308	WEARING APPAREL AND	722.76
01-31-43-9503	EQUIPMENT	155.97
01-32-11-6253	TELEPHONE	24.75
01-32-11-6264	IN TOWN MEETINGS	369.89
01-32-11-7308	WEARING APPAREL AND	191.28
01-32-61-6213	OFFICE EQUIPMENT MAI	32,635.15
01-32-61-6253	TELEPHONE	123.75
01-32-61-6261	EDUCATION & TRAINING	614.00
01-32-61-7304	GENERAL SUPPLIES	18.27
01-32-61-7308	WEARING APPAREL AND	855.05
02-61-71-7307	GASOLINE, PROPANE &	216.93
02-61-71-9506	PARK AND RECREATION	138,419.04
02-61-71-9510	STREETS	14,406.19
02-61-71-9516	CAPITAL EQUIPMENT	22,375.00
05-61-71-7307	GASOLINE, PROPANE &	146.07
05-61-71-9506	PARK DEVELOPMENT PR	38.25
05-61-71-9516	CAPITAL EQUIPMENT	30,000.00
06-14-31-6203	PROFESSIONAL SERVICE	750.00
06-14-31-6212	BUILDING AND GROUND	3,696.28
06-14-31-6220	LIABILITY INSURANCE	768.00
06-14-31-6252	NATURAL GAS	893.00
06-14-31-6253	TELEPHONE	49.50
06-14-31-6254	WATER AND SEWER	1,926.28
06-14-31-6262	DUES MEMBERSHIPS &	31.00
06-14-31-7301	CHEMICALS & CLEANING	64.72
06-14-31-7307	GASOLINE, PROPANE &	193.51
06-14-31-9501	BUILDINGS AND IMPRO	2,562.17
06-14-32-6211	EQUIPMENT MAINTENA	297.67
06-14-32-6212	BUILDING AND GROUND	167.61
06-14-32-6250	ELECTRICITY	714.81
06-14-32-6253	TELEPHONE	24.75
06-14-32-6254	WATER AND SEWER	3,250.51

Account Summary

Account Number	Account Name	Payment Amount
06-14-32-6271	MEDICAL SUPPLIES	89.18
06-14-32-7301	CHEMICALS & CLEANING	37.98
06-14-32-7303	HORTICULTURAL SUPPLI	4,120.61
06-14-32-7307	GASOLINE, PROPANE &	1,354.09
06-14-33-6210	VEHICLE MAINTENANCE	2,970.96
06-14-33-6220	LIABILITY INSURANCE	768.00
06-14-33-6250	ELECTRICITY	2,829.95
06-14-33-6252	NATURAL GAS	382.83
06-14-33-6254	WATER AND SEWER	136.20
06-14-33-7301	CHEMICALS & CLEANING	45.60
06-14-33-7304	GENERAL SUPPLIES	934.47
06-14-33-8324	MERCHANDISE-GOLF BA	0.65
06-14-33-9503	EQUIPMENT	5,340.00
06-14-34-6202	TECHNICAL AND PERSO	2.00
06-14-34-7301	CHEMICALS & CLEANING	36.80
06-14-34-8316	BEER	1,024.51
06-14-34-8317	COFFEE,TEA & SOFT DRI	684.04
06-14-34-8319	SNACKS	474.97
06-1625	GOLF BALLS	612.00
06-1628	GOLF - APPAREL	680.68
11-61-93-9315	SEWER LATERAL REIMB	6,417.71
19-21-23-6203	PROFESSIONAL SERVICE	75.00
19-21-23-6211	EQUIPMENT MAINTENA	17,955.00
19-21-23-6212	BUILDING AND GROUND	1,889.17
19-21-23-6252	NATURAL GAS	96.28
19-21-23-6254	WATER AND SEWER	403.34
19-21-23-6261	EDUCATION & TRAINING	2,328.58
19-21-23-6265	TRAVEL & CONFERENCE	796.52
19-21-23-7304	GENERAL SUPPLIES	526.58
19-21-23-7331	COMPUTER HARDWARE	230.68
19-21-23-9503	EQUIPMENT	1,914.30
99-2809	EPAYABLES LIABILITY	13,481.62
Grand Total:		761,862.13

Project Account Summary

Project Account Key	Payment Amount
None	608,311.39
18702E	8,400.00
200E	138,419.04
21702E	1,441.19
218E	38.25

Project Account Summary

Project Account Key	Payment Amount
604E	1,005.00
608E	3,560.00
CDOGE	541.02
K9 UNITE	146.24
Grand Total:	<u>761,862.13</u>

AN ORDINANCE AMENDING SECTION 605.040, SUBSECTION C, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR.

WHEREAS, Missouri Senate Bill No. 145 (2025) creates a new exemption for businesses owned by people who are eighteen years of age or younger from business license requirements (71.610 RSMo), and

WHEREAS, the City Code of Ordinances must be amended to incorporate the new exemption; and

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances as provided herein is in the public interest;

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

Section 1. Section 605.040.C is hereby amended to read as follows:

C. Notwithstanding the foregoing, the following shall not be required to apply for a license, file any statement under Section **605.050** or pay the license tax set forth in Section **605.060**:

- (1) A person lawfully engaged in a home occupation within the City in compliance with the provisions of Section **405.450(A)** of the City Code of Ordinances;
- (2) An enterprise owned by a person aged eighteen years or younger, as of January 1st of a tax year.¹ Upon request, such owner must provide proof of age and ownership to the City Collector. When all owners of an enterprise have attained the age of nineteen, by such date and before thereafter continuing to exercise the privilege of engaging in such business, trade or occupation, they shall procure from the City Collector a license and shall pay to the City Collector a license tax prorated for the remaining months of the calendar year.

Section 2.

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

¹ See 71.610 RSMo

BILL NO. 6177

ORDINANCE NO. _____

ADOPTED THIS ____ DAY OF _____, 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

AN ORDINANCE ADOPTING A NEW SECTION 130.120 OF THE CITY CODE OF ORDINANCES REGARDING WHISTLEBLOWER PROTECTION.

WHEREAS, Section 105.055 RSMo. mandates protection of public employees who disclose problems to higher authorities and the public; and

WHEREAS, it is in the best interest of the City to emphasize such protections in the City Code of Ordinances;

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

SECTION 1. A new section 130.120 of the City Code is hereby adopted, to read as follows:

Section 130.120. Reporting of mismanagement or violations of the City, discipline of employee prohibited.¹

1. As used in this section, “**Disciplinary action**”, means any dismissal, demotion, transfer, reassignment, suspension, reprimand, warning of possible dismissal or withholding of work, regardless of whether the withholding of work has affected or will affect the employee’s compensation.

2. No supervisor or appointing authority of the City shall prohibit any employee of the City from discussing the operations of the City, either specifically or generally, with any member of the legislature, state auditor, attorney general, a prosecuting or circuit attorney, a law enforcement agency, news media, the public, or any state official or body charged with investigating any alleged misconduct described in this section.

3. No supervisor or appointing authority of the City shall:

(1) Prohibit a City employee from or take any disciplinary action whatsoever against a City employee for the disclosure of any alleged prohibited activity under investigation or any related activity, or for the disclosure of information which the employee reasonably believes evidences:

(a) A violation of any law, rule or regulation; or

(b) Mismanagement, a gross waste of funds or abuse of authority, violation of policy, waste of public resources, alteration of technical findings or communication of scientific opinion, breaches of professional ethical canons, or a substantial and specific danger to public health or safety, if the disclosure is not specifically prohibited by law;

(2) Require a City employee to give notice to the supervisor or appointing authority prior to disclosing any activity described in subdivision (1) of this subsection; or

¹ See 105.055 RSMo.

(3) Prevent a City employee from testifying before a court, administrative body, or legislative body regarding the alleged prohibited activity or disclosure of information.

4. This section shall not be construed as:

(1) Prohibiting a supervisor or appointing authority from requiring that a City employee inform the supervisor or appointing authority as to legislative requests for information to the City or the substance of testimony made, or to be made, by the employee to legislators on behalf of the City;

(2) Permitting a City employee to leave the employee's assigned work areas during normal work hours without following applicable rules and regulations and policies pertaining to leaves, unless the employee is requested by a legislator or legislative committee to appear before a legislative committee;

(3) Authorizing a City employee to represent his or her personal opinions as the opinions of the City; or

(4) Restricting or precluding disciplinary action taken against a City employee if: the employee knew that the information was false; the information is closed or is confidential under the provisions of the open meetings law or any other law; or the disclosure relates to the employee's own violations, mismanagement, gross waste of funds, abuse of authority or endangerment of the public health or safety.

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

PASSED THIS ____ DAY OF _____ 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____ 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC, CITY CLERK

AN ORDINANCE AMENDING SECTIONS 200.050 AND 310.050 OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR REGARDING LAW ENFORCEMENT.

WHEREAS, Missouri House Bill No. 225 (2025) revised statutory provisions concerning law enforcement, specifically mutual aid and traffic exemptions (44.097 and 304.022 RSMo), and

WHEREAS, the City Code of Ordinances must be amended to incorporate the new statutory provisions; and

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances as provided herein is in the public interest;

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

Section 1.

Section 200.050 of the City Code of Ordinances is amended to read as follows:

Pursuant to and under the authority of the provisions of Sections 44.087 and 70.837, RSMo., members of the City Police may respond to a request for assistance from any other public safety agency within the State of Missouri or any otherbordering State as directed by the Chief of Police or any duly appointed representative bearing immediate command responsibility. The Chief of Police or their designee may request assistance from other jurisdictions within the United States.

Section 2.

Section 310.050 of the City Code of Ordinances is amended to read as follows:

A. Upon the immediate approach of an emergency vehicle giving audible signal by siren or while having at least one (1) lighted lamp exhibiting red light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle or a flashing blue light authorized by Section 307.175, RSMo., the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as far as possible to the right of, the traveled portion of the roadway and thereupon stop and remain in such position until

such emergency vehicle has passed, except when otherwise directed by a Police or Traffic Officer.

B. Upon approaching a stationary vehicle displaying lighted red or red and blue lights, or a stationary vehicle displaying lighted amber or amber and white lights, the driver of every motor vehicle shall:

[Ord. No. 5540 § 3, 8-28-2017]

1. Proceed with caution and yield the right-of-way, if possible, with due regard to safety and traffic conditions, by making a lane change into a lane not adjacent to that of the stationary vehicle, if on a roadway having at least four (4) lanes with not less than two (2) lanes proceeding in the same direction as the approaching vehicle; or

2. Proceed with due caution and reduce the speed of the vehicle, maintaining a safe speed for road conditions, if changing lanes would be unsafe or impossible.

C. Responsibilities Of Driver Of Emergency Vehicle.

1. The driver of any "emergency vehicle" defined in Section **300.010** of this Code shall not sound the siren thereon or have the front red lights or blue lights on except when such vehicle is responding to an emergency call or when in pursuit of an actual or suspected law violator or when responding to, but not upon returning from, a fire.

2. The driver of an emergency vehicle may:

a. Park or stand irrespective of the provisions of Sections 304.014 to 304.025, RSMo., and the provisions of this Code;

b. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;

c. Exceed the prima facie speed limit so long as the driver does not endanger life or property;

d. Disregard regulations governing direction of movement or turning in specified directions.

3. The exemptions granted to an emergency vehicle pursuant to Subsection **(C)(2)** of this Section shall apply only when the driver of any such vehicle while in motion sounds audible signal by bell, siren or exhaust whistle as may be reasonably necessary, and when the vehicle is equipped with at least one (1) lighted lamp displaying a red light or blue light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle, except that an authorized emergency vehicle operated as a police vehicle is not required to use an audible signal or display a visual signal when the vehicle is being used to:

1. Obtain evidence of a speeding violation;
2. Respond to a suspected crime in progress when use of an audible or visual signal, or both, could reasonably result in the destruction of evidence or escape of a suspect;
3. Conduct surveillance of a vehicle or the passengers of a vehicle who are suspected of involvement in a crime.
4. The foregoing provisions shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, nor shall such

provisions protect the driver from the consequences of their reckless disregard for the safety of others.

D. No person shall purchase an emergency light as described in this Section without furnishing the seller of such light an affidavit stating that the light will be used exclusively for emergency vehicle purposes.

Section 3.

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

ADOPTED THIS ____ DAY OF _____, 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

BILL NO. 6179

ORDINANCE NO. _____



MEMORANDUM

DATE: August 5, 2025
TO: Sharon Stott, Interim City Administrator
FROM: Kellie Henke, City Clerk
CC:
SUBJECT: Amendment to Section 110.050 – City Code of Ordinances

RECOMMENDATION:

Staff recommends an amendment to the City Council's public comment procedure regarding speaker identification and time limits. With the amendment, speakers would not be required to state their address so as to protect privacy, but would be asked to provide their name and city of residence or business location. In addition, staff recommends adding language to confirm that the City Council has the authority to establish reasonable time limits for public comment.

**AN ORDINANCE AMENDING SECTION 110.050 OF THE CITY CODE OF ORDINANCES
REGARDING CITY COUNCIL GENERAL RULES OF PROCEDURE.**

WHEREAS, Section 110.050 of the City Code of Ordinances establishes general rules of procedure for the City Council; and

WHEREAS, the City Council desires to revise such procedures;

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

Section 1: Rule 6 in Section 110.050 of the City Code of Ordinances is hereby be amended to read as follows:

Rule 6. The general public shall be afforded an opportunity to address the City Council during the portion of the order of business set aside for public comments. Any person desiring to address the City Council is requested to state their name and city of residence or business location and to address their remarks to the Mayor and Council. Council members seeking further information or comment from the speaker or from any other person in the audience may request the same after being recognized by the Mayor. The City Council reserves the right to establish reasonable time limits and protracted, repetitive, irrelevant or abusive remarks from the public may be closed off at any time by the Mayor or by request of a Council member.

Section 3: This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

CITY OF CREVE COEUR



MEMORANDUM

Date: July 30, 2025
To: Sharon Stott, Interim City Administrator
From: Kevin Mulligan, Civil Engineer
CC: Dione Garson, Interim Director of Public Works
Subject: Recommendation to Execute Program Agreement
New Ballas Road Improvement Project – Phase 3, STBG-4900(652)

Staff Recommendation

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

Project Summary

Four phases of improvements are envisioned for New Ballas Road. The first phase involved the North New Ballas extension, from Olive Boulevard to Craig Road – construction of this project was completed in the summer of 2024. Phase 2 involves South New Ballas Road, from Ladue Road to Conway Road. Phase 2 is currently in the right-of-way phase with construction scheduled for 2026. The final phase will be from Magna Carta Drive to Olive Boulevard. Staff plans to apply for grant funding for the final phase in February 2026.

The New Ballas Road Improvement Project – Phase 3 will involve the resurfacing of the asphalt pavement, repairs to broken and damaged curbs, signal improvements at Ladue Road, and sidewalk accessibility updates from south of Ladue Road to north of Magna Carta Drive. Easements and right of way are expected to be necessary along the project limits.

Project Schedule

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

- Design (FY2026-FY2028). The design for this project is scheduled to begin during the fall of 2025 and is expected to last through the fall of 2027. This phase of the project will be fully funded by the City.
- Right-of-Way Acquisition (FY2027). Easements appear to be necessary from at least two properties – at the southwest corner and the northeast corner of New Ballas & Ladue Road. This phase is planned for fall and winter of 2027. The federal grant will reimburse the City up to 80% of the costs associated with easement and right of way acquisition.
- Construction (FY2028). Construction of this project is scheduled for the spring and summer of 2028, but can be shifted to 2029 if necessary. The federal grant will reimburse the City up to 80% of the cost to construct the project.

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

Project Cost and Grant Reimbursement

The program agreement establishes the amount of reimbursement for the project at 80% of right of way/easement acquisition and construction costs, up to an amount of \$680,000.00. The total cost of the project is expected to be \$1 million, making the City's share \$320,000, or approximately 32% of the total cost.

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

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2026-FY2028	\$150,000	\$0	\$150,000
Right of Way	FY2027	\$10,000	\$8,000	\$2,000
Construction	FY2028	\$840,000	\$672,000	\$168,000
	Total	\$1,000,000	\$680,000	\$320,000

Recommendation

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

Attachments: Exhibit 1 – Program Agreement with MoDOT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ENABLE THE CITY TO CONSTRUCT THE NEW BALLAS ROAD IMPROVEMENT PROJECT – PHASE 3.

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

WHEREAS, the City has been awarded grant funding under the federal Surface Transportation Block Grant Program (STBG) to assist with the cost of resurfacing, and signal and sidewalk improvements to New Ballas Road between Ladue Road and Magna Carta Drive; and

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

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

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

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

ADOPTED THIS ____ DAY OF _____ 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____ 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

EXHIBIT ONE

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 07/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-4900(652)
Award Year: 2027
Federal Agency: Federal Highway Administration, Department of Transportation

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

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) §133, authorizes a STBG Program to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-4900(652) involves:

Resurfacing, curb ramps, traffic signal upgrades and sidewalk upgrades.

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

(2) LOCATION: The contemplated improvement designated as Project STBG-4900(652) by the Commission is within the city limits of Creve Coeur, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

New Ballas Road from north of Magna Carta Drive to south of Ladue Road.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

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

(9) INSURANCE:

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

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

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

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

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

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

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

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$680,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

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

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-4900(652) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

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

City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

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

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

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

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

(26) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

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

(28) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

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

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

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

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

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to

subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

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

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

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

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

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

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

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

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

(34) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(35) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

Remainder of Page Intentionally Left Blank

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

ATTACHMENT A: PROJECT LOCATION MAP

NEW BALLAS ROAD IMPROVEMENTS PROJECT – PHASE 3

Sponsor: City of Creve Coeur

Project Limits: New Ballas Road (Ladue Road to Magna Carta Drive)

Project Length: 2,840 feet (0.54 miles)

Scope of Work: The proposed project will involve asphalt resurfacing, sidewalk upgrades, and signal updates.

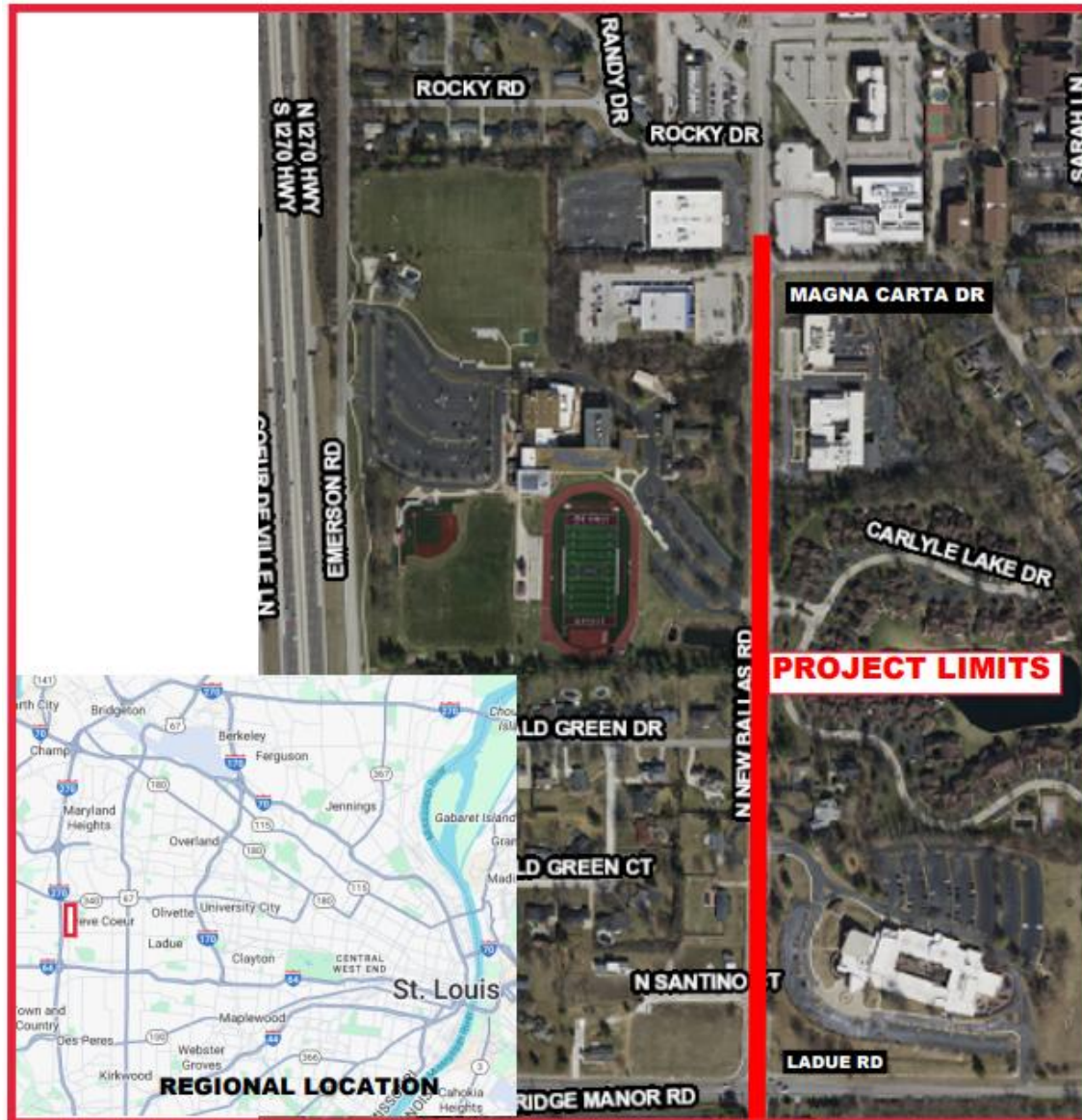


Exhibit B – Project Schedule

Project Description: STBG-4900(652) New Ballas Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive award notification letter from EWG	10/2025	10/2025	1
Execute agreement (project sponsor and DOT)	11/2025	12/2025	2
Engineering services contract submitted and approved*			
Environmental review process – NEPA classification and clearance	07/2026	02/2027	8
Public meeting/hearing	03/2027	03/2027	1
Develop and submit preliminary plans	05/2026	02/2027	10
Preliminary plans approved	03/2027	04/2027	2
Develop and submit right-of-way plans	01/2027	03/2027	3
Review and approval of right-of-way plans	04/2027	06/2027	3
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	06/2027	07/2027	2
Right-of-way acquisition	08/2027	11/2027	4
Utility coordination	07/2026	01/2028	18
Develop and submit PS&E	07/2027	06/2028	12
District review and approval of PS&E*	10/2028	12/2028	3
Advertise for bids/bid letting/bid concurrence	01/2029	04/2029	4
Project implementation/construction	05/2029	09/2029	5
* Finish date must match fiscal year for each milestone shown in bold text.			

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

CITY OF CREVE COEUR



MEMORANDUM

Date: August 6, 2025
To: Sharon Stott, Interim City Administrator
From: Kevin Mulligan, Civil Engineer
CC: Dione Garson, Interim Assistant Director of Public Works
Subject: Recommendation to Pursue Cooperative Purchasing Agreement
2025 Microsurfacing Project

Staff Recommendation

City staff recommends the City enter into a contract with Donelson Construction for the not-to-exceed amount of \$220,985.20 for the 2025 Microsurfacing Project. The basis of this contract is a cooperative purchasing agreement from a competitive public bid for microsurfacing issued and extended by Greene County, Missouri.

Project Funding

The proposed 2025 Microsurfacing Project will be funded through the Capital Fund and is identified in the Capital Improvement Program as part of the Street and Sidewalk Maintenance Program line items. Funding is designated in the proposed FY2026 capital improvement budget in account 02-61-71-9510 for streets and sidewalks.

The estimated cost for this project is \$220,985.20. The unit price for microsurfacing is \$6.90 per square yard, which is an increase of \$0.50 per square yard over the 2024 project. While the Donelson price has increased about 7%, the increase is consistent with inflation as well as both asphalt and concrete unit cost increases.

Cooperative Agreement Using Greene County Bid

In 2017, the City participated in the cooperative purchasing agreement established through the Greene County microsurfacing contract with Donelson Construction Company, LLC, which was signed in December 2016. Specifically, the contract is Greene County Contract #16-0798. Greene County and Donelson Construction have executed amendments to extend their contract for the 2018-2025 construction seasons.

According to Section 140.030 of the City of Creve Coeur Code of Ordinances, the City may participate in a cooperative purchasing agreement that is based upon a contract that was legally set up by another government entity. This section further defines an “acceptable” cooperative agreement to be one that contains the same terms, conditions, and specifications as the City would include in its own contract documents. The terms, conditions, and specifications for the contract amendment are the same as those from the 2017 project.

Project Locations & Goals

The streets included in the proposed FY2026 microsurfacing program are:

Chamblee Lane	Cuiseaux Court
Champeix Lane	Deaver Avenue
Chasselle Lane	Larkin Avenue
Clion Lane	Mission Hills Court
Coulange Court	Sona Lane

This project is part of the recommended FY2026 roadway maintenance program that was adopted by the City Council on April 14, 2025 by Resolution 1790. The list of streets above is the same scope of work that was presented at that work session.

The primary goal of the Microsurfacing Project is to preserve and prolong the life of asphalt pavement. Secondary goals are:

- to structure the program to limit costs
- to limit the impacts to residents
- to maintain flexibility for future programs
- to create program rotation that returns to streets within the 8-10 year lifespan of the material

Schedule/Timeline

Past and anticipated milestones in the project schedule include:

December 2016.....Greene County bid and contract award (renewed every year through 2025)
March 2025.....Pavement program presentation to the City Council
May 2025.....Greene County/Donelson 2024 contract extension
May-July 2025.....Public Works staff prepare streets in the program
August 11, 2025.....Council approval of resolution based on staff recommendation
September 2025.....Construction

The 1-2 hour cure time for the microsurfacing application allows for the work to be completed without disruptions to school bus routes.

Background

Microsurfacing offers the following features, materials properties, and benefits:

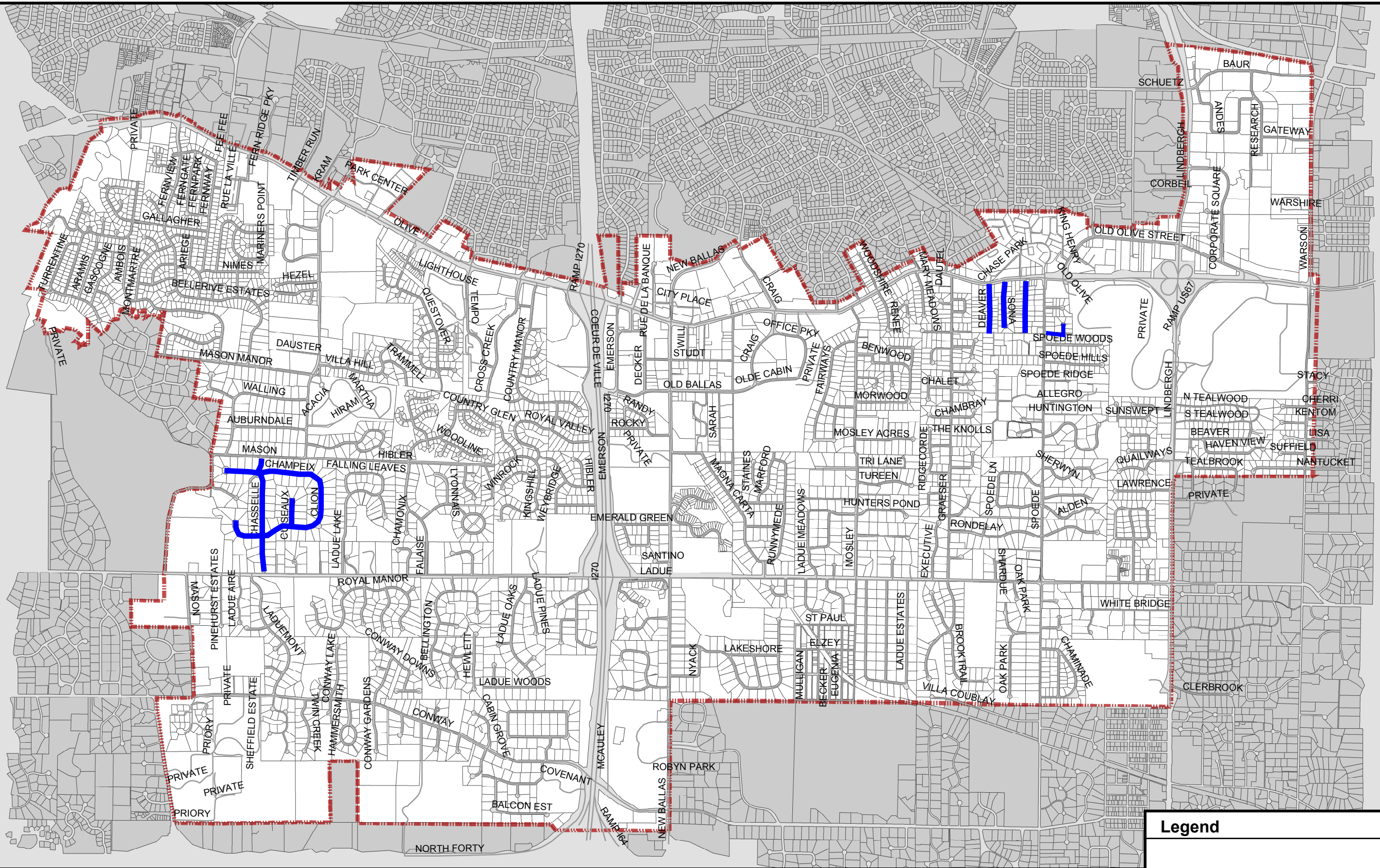
- It is a thin, asphalt-based pavement surface treatment
- Its purpose is to help preserve asphalt pavement by providing a new driving surface and by sealing the pavement from oxidization and water infiltration
- It is not an asphalt overlay: it is poured and spread over the pavement rather than rolled smooth
- It relies upon the pavement below it for its strength, meaning that it is best applied to streets that are in good condition.

The City's Public Works crews are in the process of repairing and crack sealing the streets in this program in order to provide a solid foundation for the microsurfacing application. This work is critical to the long-term success of the microsurfacing material.

Contractor Recommendation

Donelson Construction and their microsurfacing product have met or exceeded the City's expectations in the FY2017-2025 Microsurfacing Projects, and staff expects that the City will receive the same results with the FY2026 program. Therefore, staff recommends that the City enter into a contract with Donelson Construction that extends the Greene County cooperative agreement prices for the proposed microsurfacing project in Creve Coeur.

Attachments: Map of Project Roadways



Legend

 **FY2026 Microsurfacing**



FY2026 Microsurfacing Project

RESOLUTION NO. 1821

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, APPROVING THE USE OF A CONTRACT ESTABLISHED BY THE COUNTY OF GREENE, MISSOURI, AS A COOPERATIVE PURCHASING AGREEMENT FOR THE PROCUREMENT OF MICROSURFACING SERVICES FOR THE 2025 CONSTRUCTION SEASON AT A COST NOT TO EXCEED \$220,958.20.

WHEREAS, the City of Creve Coeur provides safe public rights of way for its commercial and residential communities; and

WHEREAS, it is necessary for the City to improve and maintain its asphalt pavement network to provide safe rights of way and to maintain the quality of life expected by the community; and

WHEREAS, microsurfacing is one of several techniques used by the City to maintain its asphalt roadway pavement; and

WHEREAS, Section 140.030 of the City of Creve Coeur Code of Ordinances allows the City to enter into acceptable cooperative purchasing agreements, and that such agreements can be based upon a contract established by another governmental entity; and

WHEREAS, the County of Greene, Missouri, solicited competitive bids for microsurfacing and related services and entered into an agreement with Donelson Construction Company, LLC, for these services on December 27, 2016, for the 2017 construction season, which agreement was extended to the 2025 construction season through an amendment executed in May 2025; and

WHEREAS, the agreement between the County of Greene and Donelson Construction Company, LLC, includes a cooperative agreement provision through which Donelson Construction Company, LLC, agreed to honor its unit prices for other interested municipalities, such as the City of Creve Coeur.

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

Section 1.

The City's participation in a cooperative purchasing agreement, whereby microsurfacing and related services are procured in accordance with the unit prices for Greene County Contract #16-0798, attached hereto as "Exhibit A," is hereby approved.

Section 2.

The Contract between **Donelson Construction Company, LLC**, and the City, attached hereto as "Exhibit B," with a **contract sum not to exceed \$ 220,985.20**, is hereby approved and the execution thereof by the City Administrator is hereby authorized. The Contract as executed shall be substantially in the form of "Exhibit B," 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 their designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry

RESOLUTION NO. 1821

out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 11TH DAY OF AUGUST, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

EXHIBIT A

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of December 27, 2016, by and between the County of Greene, ("County") and Donelson Construction Company, LLC ("Contractor"), located at 1075 Wise Hill Road, Clever, Missouri 65631. (The term Contractor includes professionals performing in a consulting capacity.)

PART I - FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in EXHIBIT I, included herein, and for other public bodies within Greene County as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas & Nebraska, as set forth in Exhibit II. Included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Exhibit I and Exhibit II, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on December 27, 2016 ("Commencement Date") and shall continue through December 26, 2017, with the option to renew, at both parties discretion, for up to two additional one-year periods.
- D. **Party Representatives:**

The County designates the following person to act on County's behalf: Melissa Denney or Rick Artman

The Contractor designates the following person to act on Contractor's behalf: Michael J. Donelson
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Exhibit I and Exhibit IIes, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that

all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any

subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement**: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. **SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES**

3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.

3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.

3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::

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

b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.

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

e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (i) Withholding of payments under this Agreement until the Contractor complies; and/or
- (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance;

provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

- 3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.greenecountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to *Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.*

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.

- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such

claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-Liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17. Conflicts of Interest

- 3.18. No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.19. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. **SECTION FOUR - MISCELLANEOUS PROVISIONS**

- 4.1. Records and Reports. Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

- 4.2. Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Greene County
 Purchasing Department
 933 N. Robberson
 Springfield, Missouri 65802

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6. Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

DONELSON CONSTRUCTION COMPANY, LLC

By: [Signature] 1-3-17
Purchasing Director

By: [Signature]

By: [Signature]
Purchasing Buyer

Title: Member

By: _____

Title: _____

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

[Signature]
Greene County Auditor

1/4/17
Date

Additional Purchases by Other Public Agencies:

Will you honor the submitted prices for purchase by other entities who participate in Cooperative purchasing with Greene County, Missouri?

✓ Yes No

Michael J. Donelson

Michael J. Donelson, Member

**DONELSON CONSTRUCTION CO., LLC
1075 WISE HILL ROAD
CLEVER, MO 65631**



**Construction
Company, LLC**

EXHIBIT II

Ph: (417) 743-2694
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

December 21, 2016

Mr. Rick Artman
Greene County Highway Department Administrator

Mr. Artman,

Per the cooperative agreement option of your contract, Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System®, and related services. US Patents 7,312,262B2, 2007/0031227A1, 9,260,826B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are included. These prices are valid for other public bodies within the County, as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas, and Nebraska. Price levels are dependent upon type and volume of work desired, distance from material production facilities (Clever, MO), and other considerations. Donelson reserves the right to discount any of the prices listed at any time.

Sincerely,

Michael J. Donelson
Owner



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1st DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2nd DISTRICT

CONTRACT #: 16-0798

TITLE: Modified Aggregate Quick Set (MAQS)

CONTACT: Rick Adams

PHONE: (417)799-1564

E-MAIL: Radams@greencountymo.gov

AMENDMENT ISSUE DATE: 05/13/2025

AMENDMENT NUMBER 11 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 11 to Agreement for Contract Services (the "Eleventh Amendment") is made and entered into as of May 13, 2025 by and between the County of Greene, ("County") and Donelson Construction, LLC. ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

- Purpose:
1. The expiration date of the Agreement is changed from May 1, 2025 to May 1, 2026.
 2. The pricing is modified by adding EXHIBIT I, attached hereto.
 3. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Eleventh Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

By: _____
Purchasing Buyer

Date: _____

By: Kelina Zoldenberg
Purchasing Director

Date: 5/13/2025

DONELSON CONSTRUCTION LLC

By: Michael J. Donelson

Title: Managing Member

By: _____

Title: _____

Date: 5/14/25

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Carly A. Stein
Auditor Certification

5/16/2025
Date



1075 Wise Hill Road, Clever, MO 65631

Phone: (417) 743-2694

Fax: (417) 743-2945

2025 Greene County Cooperative Agreement Pricing - Other Agencies
Distance from Clever, MO: 0 to 249 miles

	<u>Modified Aggregate</u> <u>Quick Set (per yd²)</u>	<u>PressurePave Sealant</u>	<u>Hot Rubber Crack Filler</u>
Level 1	MAQS - 1 \$ 4.73		
	MAQS - 1 + \$ 4.99		
	MAQS - 2 \$ 5.21	\$1.28 per yd ²	\$1.28 per yd ²
	MAQS - 2 + \$ 5.69		
	MAQS - 3 \$ 5.98		
	MAQS - FlexScratch (Same prices as above)		
Level 2	MAQS - 1 \$ 5.05		
	MAQS - 1 + \$ 5.31		
	MAQS - 2 \$ 5.53	\$1.28 per yd ²	\$1.28 per yd ²
	MAQS - 2 + \$ 6.01		
	MAQS - 3 \$ 6.44		
	MAQS - FlexScratch (Same prices as above)		
Level 3	MAQS - 1 \$ 5.50		
	MAQS - 1 + \$ 5.76		
	MAQS - 2 \$ 5.98	\$1.28 per yd ²	\$1.28 per yd ²
	MAQS - 2 + \$ 6.46		
	MAQS - 3 \$ 6.89		
	MAQS - FlexScratch (Same prices as above)		
Level 4	MAQS - 1 \$ 5.65		
	MAQS - 1 + \$ 5.91		
	MAQS - 2 \$ 6.13	\$1.28 per yd ²	\$1.28 per yd ²
	MAQS - 2 + \$ 6.61		
	MAQS - 3 \$ 7.04		
	MAQS - FlexScratch (Same prices as above)		
Level 5	MAQS - 1 \$ 5.97		
	MAQS - 1 + \$ 6.23		
	MAQS - 2 \$ 6.45	\$1.28 per yd ²	\$1.28 per yd ²
	MAQS - 2 + \$ 6.93		
	MAQS - 3 \$ 7.36		
	MAQS - FlexScratch (Same prices as above)		
Level 6	MAQS - 1 \$ 6.42		
	MAQS - 1 + \$ 6.68		
	MAQS - 2 \$ 6.90	\$1.28 per yd ²	\$1.28 per yd ²
	MAQS - 2 + \$ 7.38		
	MAQS - 3 \$ 7.81		
	MAQS - FlexScratch (Same prices as above)		



Ph: (417) 743-2694
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

July 21, 2025

Various streets

Kevin Mulligan
City of Creve Coeur
300 N. New Ballas Rd
Creve Coeur, MO 63141

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented PressurePave®-Modified Aggregate Quick Set (MAQS®) Systems. The prices include all labor equipment, materials and traffic control. Marking removal & replacement and structural patching/reconstruction of pavement, shall be done by others.

The unit prices for the separate materials are as follows (per yd2):

MAQS-PressurePave®-	\$1.28
MAQS®-2 Scratch	\$6.90
MAQS®-2	\$6.90

Deaver Ln	From:	Olive Blvd	To:	south end	Yd2:	2,124
MAQS-PressurePave®-	\$2,718.72				Scratch yd2:	-
MAQS®-2 Scratch	\$0.00					
MAQS®-2	\$14,655.60					
Total	\$17,374.32					

Sona Ln	From:	Olive Blvd	To:	south CDS	Yd2:	2,301
MAQS-PressurePave®-	\$2,945.28				Scratch yd2:	2
MAQS®-2 Scratch	\$13.80					
MAQS®-2	\$15,876.90					
Total	\$18,835.98					

Larkin Ave	From:	Olive Blvd	To:	south end	Yd2:	2,868
MAQS-PressurePave®-	\$3,671.04				Scratch yd2:	58
MAQS®-2 Scratch	\$400.20					
MAQS®-2	\$19,789.20					
Total	\$23,860.44					

Chasselle Ln	From:	Ladue Rd	To:	Mason Rd	Yd2:	5,570
MAQS-PressurePave®-	\$7,129.60				Scratch yd2:	47
MAQS®-2 Scratch	\$324.30					
MAQS®-2	\$38,433.00					
Total	\$45,886.90					

Coulange Ct	From:	Chasselle Ln	To:	west RAB	Yd2:	1,719
MAQS-PressurePave®-				\$2,200.32	Scratch yd2:	53
MAQS®-2 Scratch				\$365.70		
MAQS®-2				\$11,861.10		
Total				\$14,427.12		
Champeix Ln	From:	Chasselle Ln	To:	Clion Ln	Yd2:	2,222
MAQS-PressurePave®-				\$2,844.16	Scratch yd2:	36
MAQS®-2 Scratch				\$248.40		
MAQS®-2				\$15,331.80		
Total				\$18,424.36		
Clion Ln	From:	Champeix Ln	To:	Chamblee Ln	Yd2:	1,915
MAQS-PressurePave®-				\$2,451.20	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
MAQS®-2				\$13,213.50		
Total				\$15,664.70		
Chamblee Ln	From:	Clion Ln	To:	northwest RAB	Yd2:	4,732
MAQS-PressurePave®-				\$6,056.96	Scratch yd2:	237
MAQS®-2 Scratch				\$1,635.30		
MAQS®-2				\$32,650.80		
Total				\$40,343.06		
Cuiseaux Ct	From:	Chamblee Ln	To:	north RAB	Yd2:	1,516
MAQS-PressurePave®-				\$1,940.48	Scratch yd2:	6
MAQS®-2 Scratch				\$41.40		
MAQS®-2				\$10,460.40		
Total				\$12,442.28		
Mission Hills Ct	From:	Spoede Rd	To:	northeast CDS	Yd2:	1,678
MAQS-PressurePave®-				\$2,147.84	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
MAQS®-2				\$11,578.20		
Total				\$13,726.04		

GRAND TOTAL: \$220,985.20

EXHIBIT B**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 **Donelson Construction Company, LLC**, with offices at **1075 Wise Hill Road, Clever, Missouri 65631** (hereinafter called the "Contractor"). The project identified as the **2025 Microsurfacing Project** (hereinafter referred to as the "Project" or the "Work").

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) Agreement for Contract Services between Greene County, Missouri, and Donelson Construction Company, LLC, including Amendment #10
- 3) Contractor's Affidavit for Public Construction Projects
- 4) Performance and Payment Bonds
- 5) Construction Schedule
- 6) All Modifications issued after execution of this Contract
- 7) 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.

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 substantially completed **within ninety (90) days of the written notice to proceed**, unless specified otherwise in writing by the City.

The Contractor's Construction Schedule shall accurately 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 specified above. An extension of the Time of Completion can be made only through a Change Order from the City.

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 Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII 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 Form Proposal 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 two-hundred-twenty thousand, nine-hundred-eighty-five dollars and twenty cents (\$ 220,985.20). 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. 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 34.057 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety-five percent (95%) 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 VII 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 a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed 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 and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.
- (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, paving, sodding, 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 shall not constitute a cause for granting an extension of time.

(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) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (d), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) 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 by City or Contractor

(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. 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.

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, income,

- limited English proficiency, sex, gender identity, sexual orientation, age or disability 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, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
 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. Additionally, but not in limitation of the foregoing, no elected official or other official of the City having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

ARTICLE XII

Compliance with State Law Regarding Israel

Pursuant to Section 34.600 RSMo, the Contractor 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.

ARTICLE XIII**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 application of an asphaltic surface sealant to selected residential and commercial roadways within the City of Creve Coeur, as listed below. The locations of the work are subject to change, as determined by the Director of Public Works.

Street Name	General Limits
--------------------	-----------------------

Chamblee Lane	Entire street
Champeix Lane	Entire street
Chasselle Lane	Entire street
Clion Lane	Entire street
Coulange Court	Entire street
Cuiseaux Court	Entire street
Deaver Avenue	Entire street
Larkin Avenue	Entire street
Mission Hills Court	Entire street
Sona Lane	Entire street

The Scope of Work provides for items as more specifically described in the referenced Contract Documents. All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

TABLE 1 – CONTRACT UNIT PRICES

ITEM	QUANTITY	UNIT	UNIT COST	EXTENDED COST
MAQS-2 Driving Surface **	26,645	SY	\$6.90	\$ 183,850.50
MAQS-2 Scratch Application	439	SY	\$6.90	\$ 3,029.10
PressurePave Application	26,645	SY	\$1.28	\$ 34,105.60
NOT-TO-EXCEED CONTRACT SUM:				\$ 220,985.20

** Item thickness to be less than 3/8".

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

CITY OF CREVE COEUR

By: _____
Sharon Stott, Interim City Administrator

(SEAL)

By: _____
Dione Garson, Interim Assistant Director of Public Works

Attest: _____
City Clerk

Date: _____

DONELSON CONSTRUCTION COMPANY, LLC

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____

CITY OF CREVE COEUR



MEMORANDUM

Date: August 4, 2025
To: Sharon Stott, Interim City Administrator
From: Kevin Mulligan, Civil Engineer
CC: Dione Garson, Interim Assistant Director of Public Works
Subject: Recommendation to Acquire Temporary Easements
Fernview Drive Sidewalk Project – Phase 1

Staff Recommendation

City staff recommends that the City hire a consultant to assist with the coordination and negotiation with residents related to the easements required for the Fernview Drive Sidewalk Project. The number of properties involved with this project will make it difficult or impossible for staff to provide each affected resident with the individual attention that they deserve.

Consultant Proposal and Financing

Bill Hampton Enterprises proposes to complete the acquisition consulting services for the Fernview Drive Sidewalk Project for the not-to-exceed amount of \$65,100, which is \$2,100 per property. Public Works staff finds the proposal to be a fair price, given the amount of time that is required to manage the acquisition process.

Funding for the Fernview Sidewalk acquisition services will be drawn from the Fernview Drive Sidewalk capital account, specifically 02-61-71-9510-19701.

Background

The Fernview Drive Sidewalk Project involves installation of a new concrete sidewalk on the east side of Fernview Drive from Olive Boulevard to Gallagher Road.

The City has received a federal Transportation Alternatives Program (TAP) grant to fund up to \$700,000 of the cost of the Fernview Sidewalk project, and this grant is administered through the Missouri Department of Transportation (MoDOT). The Fernview Sidewalk project will involve the same process, schedule, and requirements that applied to recently completed, grant-funded projects, such as those to improve Craig Road and North New Ballas Road.

The design for the Fernview Sidewalk project began with the development of a conceptual plan in 2019. Construction plans began to be developed in 2019, and the scope of this conceptual design was expanded in 2021 to include connections to Fernview Drive's side streets. Construction of this project is scheduled to begin in the summer of 2026.

Acquisition Process and Schedule

Development of the plans for the Fernview Sidewalk project has identified 31 properties along Fernview Drive and its side streets from which temporary construction easements will be required. A summary of the various property rights needed for the Fernview Sidewalk project is included on Schedule A of the ROW Consultant Contract (Exhibit A.)

The acquisition of these property rights must meet certain federal requirements and must follow the process and schedule proscribed by MoDOT. A key element to this process is a deadline at which the City must do one of the following:

- 1) Record all of the right of way and easements needed for the project
- 2) File for condemnation for those properties from which the required property rights have not been acquired
- 3) Forfeit the federal grant for the project.

For the Fernview Sidewalk project, this deadline will be in early May 2026, however Staff would prefer to have all property rights acquired before March of 2026 in order to construct the project in the 2026 calendar year.

The possibility that the City would consider filing for condemnation to preserve the project will trigger the need for the City Council to first authorize the use of such power for the sake of the Fernview Sidewalk project. Staff will seek that authorization, purely as a precaution, in August & September 2025.

Much needs to be accomplished between now and March to complete the acquisition process, and time is of the essence. The work involved includes public notices, coordination of offer letters, regular communication, meetings, and discussions with affected property owners, coordination of payments and document execution, and record keeping.

The acquisition process for the Fernview Sidewalk project will involve 31 properties, which is substantially greater than any recent project.

Consultant Qualifications

Bill Hampton Enterprises, LLC, is a small, right-of-way consulting firm that consists of one employee: Bill Hampton. Mr. Hampton founded Bill Hampton Enterprises after retiring from MoDOT, following a 26-year career there providing acquisition services for MoDOT projects and then managing the acquisition process for grant-funded municipal projects. Few people in the St. Louis area are as familiar with the MoDOT acquisition process and requirements as Bill Hampton.

Bill Hampton Enterprises is well qualified to serve as the acquisition consultant for the Fernview Sidewalk project. Mr. Hampton has been working as an acquisition consultant for the past ten years and in that time has managed several local, federally funded projects involving up to 66 parcels. Mr. Hampton has also acted as the City's acquisition consultant for all federal grant projects over the past 3 years.

Mr. Hampton's friendly yet direct demeanor is suitable for work in Creve Coeur. Despite the deadline and short time frame for the acquisition process, Public Works staff does not recommend a consultant with an impersonal or abrasive approach.

Consultant Recommendation

Public Works staff recommends that the City enter into a contract with Bill Hampton Enterprises to help staff manage the acquisition of easements and right of way needed for the Fernview Drive Sidewalk Project. The number of properties involved with this project is much greater than staff has managed in the past, and staff is concerned that the acquisition process will not be successful without assistance. The experience and approach offered by Bill Hampton Enterprises will help make this acquisition process as smooth and successful as possible.

RESOLUTION NO. 1822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH BILL HAMPTON ENTERPRISES, LLC, FOR ASSISTANCE WITH EASEMENT ACQUISITIONS RELATED TO THE FERNVIEW DRIVE SIDEWALK PROJECT – PHASE 1 FOR THE NOT-TO-EXCEED AMOUNT OF \$65,100.00.

WHEREAS, the City of Creve Coeur strives to provide safe roads and sidewalks for the use and enjoyment of the public; and

WHEREAS, the City has been awarded a federal Transportation Alternatives Program grant to assist with costs associated with acquiring the necessary property rights and construction of sidewalk improvements on Fernview Drive, from Olive Boulevard to Gallagher Road; and

WHEREAS, the design for the Fernview Drive Sidewalk Project has identified the need for the City to acquire property rights from thirty-one properties along Fernview Drive; and

WHEREAS, the acquisition process required for federally funded projects operates on a specific and limited schedule, and City staff will not be able to concentrate the time needed to complete acquisition for the Fernview Drive Sidewalk Project within that timeframe; and

WHEREAS, City staff recommends that the City retain the services of Bill Hampton Enterprises, LLC, to help manage the acquisition process and negotiate with property owners.

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

Section 1. The Contract between **Bill Hampton Enterprises, LLC**, and the City regarding the Fernview Drive Sidewalk Project, attached hereto as “Negotiator Services Agreement” and referred to herein as “Exhibit A,” with a **not-to-exceed sum of \$65,100.00**, 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 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 their 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 11TH DAY OF AUGUST, 2025.

DR. ROBERT HOFFMAN, MAYOR

ATTEST:

KELLIE HENKE, MRCC, CITY CLERK

EXHIBIT A

LOCAL PUBLIC AGENCY NEGOTIATOR SERVICES AGREEMENT

THIS AGREEMENT, is entered into by and between the City of Creve Coeur, Missouri (herein, "City") 300 N. New Ballas Rd, Creve Coeur, MO 63141 and Bill Hampton Enterprises, LLC (herein, "Agent") whose address is 1756 Rose Crest Ct, Hazelwood, MO 63042.

WITNESSETH:

WHEREAS, the City proposes to acquire certain property rights or interest in certain tracts or parcels of land located in the County of Saint Louis, State of Missouri, for Project Fernview Drive Sidewalk Project – Phase 1, Project Number TAP-4900(646).

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

(1) GENERAL DUTIES: The Agent shall negotiate on behalf of the City with the owners of each parcel for the acquisition of certain property rights or interests. The Agent shall exert his best efforts in accordance with good business practices and in accordance with the procedures set forth in Section 6 (Acquisition) of the Local Public Agency Land Acquisition Manual. In addition, the Agent shall comply with the requirements of its submitted Proposal.

(2) FEES: The Agent will be compensated for negotiations in accordance with the provisions of this Agreement at the rate of \$2,100.00 for each of the Thirty-One (31) parcels. Total compensation for services, other than court testimony consultation, shall not exceed \$65,100.00.

(A). The City has confirmed it wishes to contract separately with appraisers & appraisal reviewers and those charges will not be run through the Agent.

(B). Invoicing of consultant fees shall be addressed in Section (7) below.

(3) PARCELS OF LAND: The parcels of right of way and/or easements which the Agent is requested by the City to negotiate for the purchase thereof are set forth on "Schedule A" of the attached Exhibit "A" as **Parcels 1-31**, and made a part hereof. Additional Parcels may be added by an addendum to this contract, executed by both parties.

(4) COMMENCEMENT: The Agent shall commence negotiations upon receipt of a written notice to proceed. The City shall specify in each notice to proceed with respect to each parcel listed therein, the nature and status of the title thereto or other interest therein to be acquired, the statement of just compensation and the form of conveyance document to be used.

(5) REVIEW OF PLANS: Prior to commencing negotiations by the Agent pursuant to this Agreement, the Agent, with respect to each parcel, shall review the plans and specifications for the aforementioned project, review the title reports or other ownership information and any appraisal reports or other pertinent information furnished by the City.

(6) RECORDS AND REPORTS: The Agent shall maintain records of its negotiations progress on a parcel basis detailing dates of contact, parties present and terms discussed. The Agent shall compile the relevant information into a Negotiator's Report for each parcel included in this Agreement. Each Negotiator's Report shall meet or exceed the requirements set forth by the Missouri Department of Transportation for such reports.

(7) INVOICES: The Agent shall submit an itemized accounting of its time spent in the aforementioned services in the manner and form provided by the City. A statement shall be submitted for one-third (1/3) of the total amount referred to in paragraph two of this agreement after initial personal contacts with all the owners (or their representatives) of all the parcels listed in schedule "A".

Following this initial statement, Agent shall submit regular invoices (no more than once per month) for each parcel acquired. Following the initial payment of one-third the total amount of this agreement, the payment per parcel shall be two-thirds (2/3) the total amount, per parcel, as referred to in paragraph 2.

(8) DURATION: Agent shall complete his negotiations under this Agreement in Six (6) Months from the date the Agent is given written Notice to Proceed. If the Agent is unable to complete contract for acquisition pursuant to said negotiations within time required, the Agent shall submit a report stating the status of the parcels remaining and any special conditions peculiar to each such parcel, and his recommendation of further action to be taken. After due consideration, in writing, the City may extend the negotiation period.

(9) COURT APPEARANCES: The Agent agrees that it will appear in any court proceedings as requested by the City's counsel to give testimony as to its negotiations, and that it shall receive as compensation for such services payment of \$125.00 per hour for the time consumed in such appearances. The Agent will also be available for consultation with the City's counsel in trial preparation to be paid \$1,000 for each day or \$500 for each half day so appearing. Under no circumstances, however, shall the Agent's total compensation under this Agreement exceed the amount of \$1,000, per parcel, including the Agent's labor, expenses and profits of any kind.

(10) SUCCESSFUL COMPLETION: Upon the successful completion of negotiations, the Agent shall deliver to the City, an executed easement document OR contract to sell and shall assist the City in the closing of purchase of any parcel. If requested by the City, the Agent shall be present at such closing.

(11) CONFIDENTIALITY: All negotiations which the Agent may conduct by reason of this Agreement, terms of this Agreement, the Agent's opinions of the value and appropriate prices of the parcels, and the reports and information furnished to the Agent by the City, shall be kept confidential by the Agent, and shall not be divulged in whole or in part to any party whatever, without the prior written consent of the City. Further, the Agent shall not disclose to third parties confidential factual matter provided by the City except as may be required by statute, ordinance,

or order of court, or as authorized by the City. The Agent shall notify the City immediately of any request for such information. None of the restrictions in this section shall apply to pertinent project and parcel information requested by representatives of the City or Federal Highway Administration. None of the restrictions in this section shall apply to testimony which the Agent is required to give under oath in a judicial proceeding.

(12) CONFLICT OF INTEREST: Agent hereby certifies that Bill Hampton Enterprises LLC, its relatives and heirs, do not own, nor have any legal interest in, any land or real property either on or along Fernview Drive. If the Agent at any time discovers or is informed by the City of the existence of any possible conflict of interest on the part of the Agent, the Agent shall immediately cease all activity in connection with such services, and promptly notify the City in writing, of all relevant facts and circumstances pertaining to such conflict, so that the City may take such action as it deems appropriate, including but not limited to, the exclusion of any parcel or parcels involved from this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Agent at the direction of the City and information supplied by the City shall remain the property of the City.

(14) REPRESENTATIVE: The Interim City Administrator, Sharon Stott, is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

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

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

(17) AUDIT OF RECORDS: The Agent must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

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

(19) NONSOLICITATION: The Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, percentage, brokerage fee, gift, or any other consideration, contingent upon

or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

(20) ASSIGNMENT: The Agent shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.

(21) CANCELLATION: In the event the Agent shall fail to comply with the terms of this Agreement, or the progress or quality of the work is unsatisfactory, the City shall have the right to cancel this Agreement. Should the City exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Agent.

(22) DELAY: In the event that the project covered by this Agreement is postponed or delayed by the City, the Agent shall have the right to terminate this Agreement. In the event the Agreement is terminated under this provision, or in the event it is terminated because of illness of the Agent, or for other reasons not the fault of the Agent, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of the City, and will be paid for in proportion to its value to the Agent as determined by the City.

(23) DISPUTES: In the event of any dispute concerning a question of fact in connection with the work, the City's representative shall make a determination of such fact and its decision shall be final.

(24) NEGOTIATORS: The City reserves the right to use its own negotiators on any parcel deemed advisable on the project. The Agent claims no responsibility for any parcels not acquired by BHE, LLC.

(25) INDEMNIFICATION: The Agent shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Agent on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Agent performance under this Agreement, the Agent assumes the obligation to save the City harmless, including its agents, employees and assigns, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act, including legal fees. The Agent also agrees to hold harmless the City, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Agent for any purpose under this Agreement, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(26) NONDISCRIMINATION: During the performance of this contract, Agent agrees to observe and comply with the following conditions insofar as they apply to this Agreement:

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

(B) Executive Order: The Agent shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Agent or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

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

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

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Agent. These apply to all solicitations either by competitive bidding or negotiation made by the Agent for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Agent of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

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

(G) Sanctions for Noncompliance: In the event the Agent fails to comply with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including

but not limited to:

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

(H) Incorporation of Provisions: The Agent shall include the provisions of paragraph 26 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the City or the United States Department of Transportation. The Agent will take such action with respect to any subcontract or procurement as the City or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Agent becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Agent may request the United States to enter into such litigation to protect the interests of the United States.

(27) PERSONAL SERVICES: This Agreement is for the personal services of William M. Hampton, (Owner, Bill Hampton Enterprises, LLC also known herein as BHE, LLC), who shall negotiate on behalf of the City with the owners of each parcel for the acquisition of certain property rights or interests and, if necessary, testify in any condemnation action.

(28) APPROVAL BY BOTH PARTIES

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

Executed by the Agent this _____ day of _____, 2025

Executed by the City this _____ day of _____, 2025

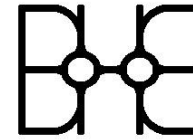
Right of Way Consultant (Agent)
William M. Hampton
Title: Owner, Bill Hampton Enterprises, LLC

City of Creve Coeur (City)
Sharon Stott
Title: Interim City Administrator

ATTEST:

DATE: _____

Bill Hampton Enterprises, LLC
Right of Way Acquisition Consultant
1756 Rose Crest Ct.
Hazelwood, MO 63042



DATE: July 1, 2025

SUBJECT: Quote for Right of Way Acquisition Services
Fernview Dr. Sidewalk Improvements, Creve Coeur, MO – TAP-4900(646)

TO: Mr. Jim Heines, Director of Public Works, City of Creve Coeur

Bill Hampton Enterprises LLC (BHE) has considered the location of the Subject Project in Creve Coeur Missouri and the comprehensive scope of work necessary to acquire the temporary easements.

Regarding Parcels 1 through 31; as shown on the attached Schedule "A".

After estimating the complexity of the ownership interest to acquire, total hours necessary to present, explain and negotiate the required documents, and the timeframe established to accomplish the right of way phase, BHE would like to submit this quote for Right of Way Acquisition Services as follows;

Acquire Thirty-one (31) Parcels through Negotiations, \$2,100.00 each = \$65,100.00

Total Contract Price for negotiations only (not to exceed) \$65,100.00

Conditions;

- A. Creve Coeur will provide approved right of way plans, legal descriptions, TCE deeds, and exhibits adequate for conveyance of the land and easement rights.
- B. Creve Coeur will, if necessary, consider adding additional time to complete the acquisition of any parcels that must be condemned or mediated as determined by a Court.
- C. Creve Coeur will contract with an Appraiser and/or Review Appraiser from the MoDOT Roster of Approved Appraisers to determine offers of just compensation.
- D. BHE will initiate negotiations with owners and then invoice for 1/3 of the per-parcel negotiations fee as they are accomplished but no more than once per month.
- E. BHE will provide Creve Coeur with properly executed documents as those are acquired, then BHE will invoice for the remaining 2/3 of the per-parcel negotiations fee, also once per month.
- F. Per the standard right of way services agreement, costs for testimony during condemnation preparation, depositions, hearings or trial will be an additional, \$125.00 per hour with an eight hour minimum.

Should you find the above costs and conditions acceptable, please sign and return via email. If there are further questions please let me know as soon as possible. Thank you for the opportunity!

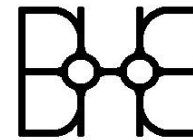
Sincerely,
William M. Hampton, Owner
Bill Hampton Enterprises, LLC

x _____
Sharon Stott, City Administrator (Date)

Phone No.: 314-401-4093

email to: billhamptonent@gmail.com

Bill Hampton Enterprises, LLC
 Right of Way Acquisition Consultant
 1756 Rose Crest Ct.
 Hazelwood, MO 63042



Fernwood Drive Sidewalk – Schedule “A” – List of Parcels to Acquire

Parcel #	Address	Owner	TSCL (SF)
1	1134 Fernview Dr	Lott, Edward G Jr	60
2	1122 Fernview Dr	Speno, John & Pamela	213
3	1114 Fernview Dr	Rothery, Maureen	843
4	1108 Fernview Dr	Freiberger, Daniel & Mary	960
5	12970 Fernway Ln	Winingham, Bonnie & Jeremy	285
6	1068 Fernview Dr	1068 Fernview Dr LLC	264
7	1060 Fernview Dr	Thompson, Andrew	160
8	1059 Fernview Dr	Ucko, Dror & Lisa	1496
9	1052 Fernview Dr	Gattuso, Helen Jo	240
10	1036 Fernview Dr	Tomlinson, Stephanie & Hannah	80
11	1028 Fernview Dr	Davis, Cynthia	367
12	1020 Fernview Dr	Fernview Homes LLC	75
13	924 Fernview Dr	Cui, Wenying & Yifang	161
14	918 Fernview Dr	Tolch, Sarah	160
15	912 Fernview Dr	Kallen, Elizabeth	408
16	906 Fernview Dr	Yousefi, Shahrouz	451
17	12957 Fernway Ln	Winston, Frances & Janice	91
18	1072 Ferngate Ln	Rotem Hod & Lufan Gali	258
19	12934 Fernway Ln	Fink, Richard & Carolyn	742
20	13017 Ferntrails Ln	Shanfeld, Gerald & Judith	522
21	13009 Ferntrails Ln	Kim, Alyson & David	286
22	940 Fernview Dr	Katz, Flora Dae	162
23	12970 Ferntop Ln	The Happy Trio LLC	183
24	13043 Gallagher Rd	Fritz, Andrew & Raina	366
25	13031 Gallagher Rd	Thomas, Gregory & Kimberly	410
26	13023 Gallagher Rd	Meyers, Bryan & Tammy	330
27	13011 Gallagher Rd	Attaway & Briggs	328
28	901 Fernview Dr	Grybinas, Timothy Jon	680
29	900 Fernview Dr	Yi, In & Kyong	1138
30	12975 Gallagher Rd	Vladimirov, Loenid & Stella	60
31	12969 Gallagher Rd	N/A	297

EXHIBIT B

DESIGN DESIGNATION

A.A.D.T. (2022) = VARIES
A.A.D.T. (2032) = VARIES
Y = VARIES

FUNCTIONAL CLASSIFICATION - LOCAL ROADWAY

UTILITIES

WATER:	MISSOURI-AMERICAN WATER COMPANY (800.256.6426)
SANITARY SEWER:	METROPOLITAN SEWER DISTRICT (314.768.6260)
STORM SEWER:	METROPOLITAN SEWER DISTRICT (314.768.6260)
ELECTRIC:	AMEREN UE (314.342.1000)
GAS:	SPIRE ENERGY (800.887.4173)
TELEPHONE:	AT&T (636.949.1320)
CABLE TV:	SPECTRUM (833.780.1880)
LIGHTING:	LIGHTCORE (314.733.1742)
MODDT:	(888.ASK.MODDT)
MO ONE CALL:	(1.800.344.7483)

NORMAL RIGHT-OF-WAY
OR EASEMENTS REQUIRED
FOR THIS PROJECT

CIVIL ENGINEER
THOUVENOT WADE & MOERCHEN, INC
720 OLIVE STREET, SUITE 200A
ST. LOUIS, MO 63101
314.241.6300

PREPARED FOR:
CITY OF CREVE COEUR
PUBLIC WORKS DEPARTMENT
300 N. BALLAS RD.
CREVE COEUR, MO 63141
314.872.2533

CONVENTIONAL SYMBOLS (USED IN PLANS)

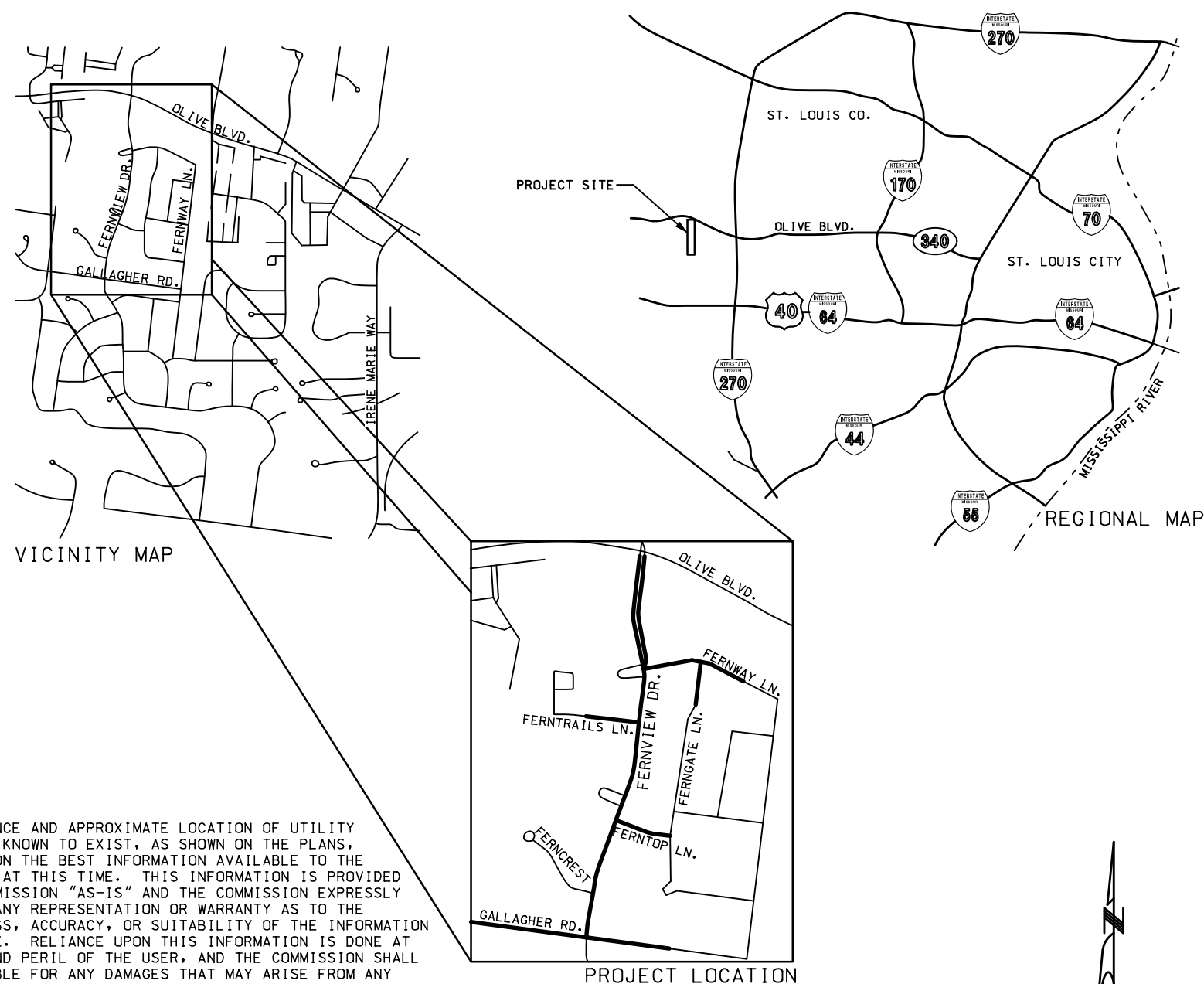
	EXISTING	NEW
BUILDINGS AND STRUCTURES		
GUARD RAIL		
GUARD CABLE		
CONCRETE RIGHT-OF-WAY MARKER		
STEEL RIGHT-OF-WAY MARKER		
LOCATION SURVEY MARKER		
UTILITIES		
FIBER OPTICS	- FO -	- FO -
OVERHEAD CABLE TV	- OTV -	- OTV -
UNDERGROUND CABLE TV	- UTV -	- UTV -
OVERHEAD TELEPHONE	- OT -	- OT -
UNDERGROUND TELEPHONE	- UT -	- UT -
OVERHEAD POWER	- OE -	- OE -
UNDERGROUND POWER	- UE -	- UE -
SANITARY SEWER	- S -	- S -
STORM SEWER	- SS -	- SS -
GAS	- G -	- G -
WATER	- W -	- W -
MANHOLE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
DROP INLET		
DITCH BLOCK		
GROUND MOUNTED SIGN		
LIGHT POLE		
H-FRAME POWER POLE		
TELEPHONE PEDESTAL		
FENCE		
CHAIN LINK		
WOVEN WIRE		
GATE POST		
BENCHMARK		

NOTE: DASHED OR OPEN SYMBOLS INDICATE
EXISTING FEATURES

FERNVIEW DRIVE SIDEWALK
RIGHT OF WAY PLANS
OLIVE BLVD. TO GALLAGHER RD.

CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

U.S. SURVEY 923



NOT TO SCALE

INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET -----	1
TYPICAL SECTIONS (TS) -----	2-6
PLAN SHEETS (PL) -----	7-16
RIGHT OF WAY SHEETS (ROW) -----	17-26
CROSS SECTIONS (XS) -----	27-46

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DOCUMENT."

DATE PREPARED
3/7/2025

ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO 1

COUNTY
ST. LOUIS

FEDERAL PROJECT NO
STP-XXXX(XXX

PROJECT NAME

SHEET NAME
TITLE SHEET

SHEET
1 OF 1

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OF THE PROJECT TO
WHICH THIS PAGE REFERS.

CITY ENGINEER

2025

DATE _____

LENGTH OF PROJECT

FERNVIEW DRIVE:	
BEGINNING OF SEGMENT	STA. 5+55
END OF SEGMENT	STA. 28+12
FERNWAY LANE:	
BEGINNING OF SEGMENT	STA. 30+35
END OF SEGMENT	STA. 36+45
FERNGATE LANE:	
BEGINNING OF SEGMENT	STA. 40+15
END OF SEGMENT	STA. 42+50
FERNTRAILS LANE:	
BEGINNING OF SEGMENT	STA. 47+05
END OF SEGMENT	STA. 49+80
FERNTOP LANE:	
BEGINNING OF SEGMENT	STA. 60+20
END OF SEGMENT	STA. 62+20
GALLAGHER ROAD:	
BEGINNING OF SEGMENT	STA. 71+35
END OF SEGMENT	STA. 79+90

APPARENT LENGTH	4.432	FEET
TOTAL CORRECTIONS	0	FEET
NET LENGTH OF PROJECT	4.432	FEET
PROJECT LENGTH	0.839	MILES

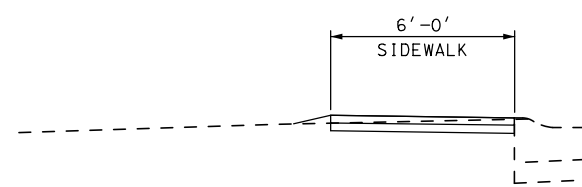
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701 S. LINDBERGH BOULEVARD, SUITE 100
ST. LOUIS, MO 63127
(314) 241-6300
www.twm-inc.com
MISSOURI CERT. OF AUTHORITY: 001528

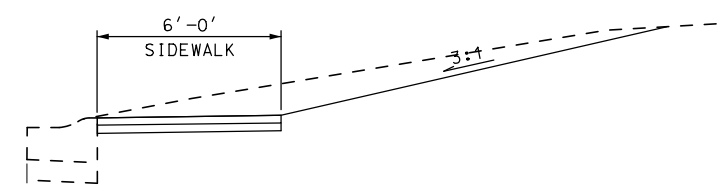


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0.00% TO 6:1 MAX
(CUT)
(L)



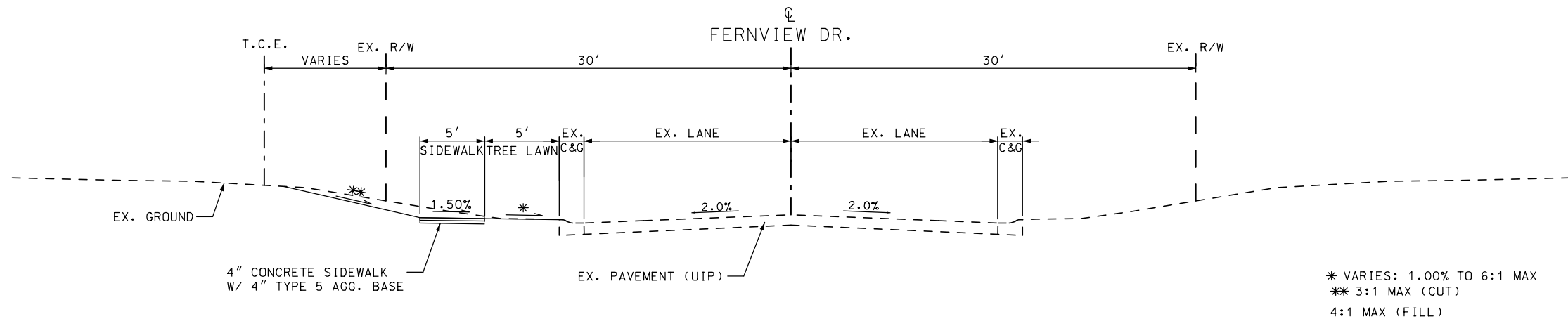
STA. 5+55.44 TO STA. 6+00.00



STA. 13+90.00 TO STA. 14+89.00



TWM
ENGINEERING



TYPICAL SECTION FERNVIEW DRIVE
STA. 14+89.00 TO STA. 28+12.00

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ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 3
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	

SHEET NAME TYPICAL SECTION
SHEET 2 OF 5

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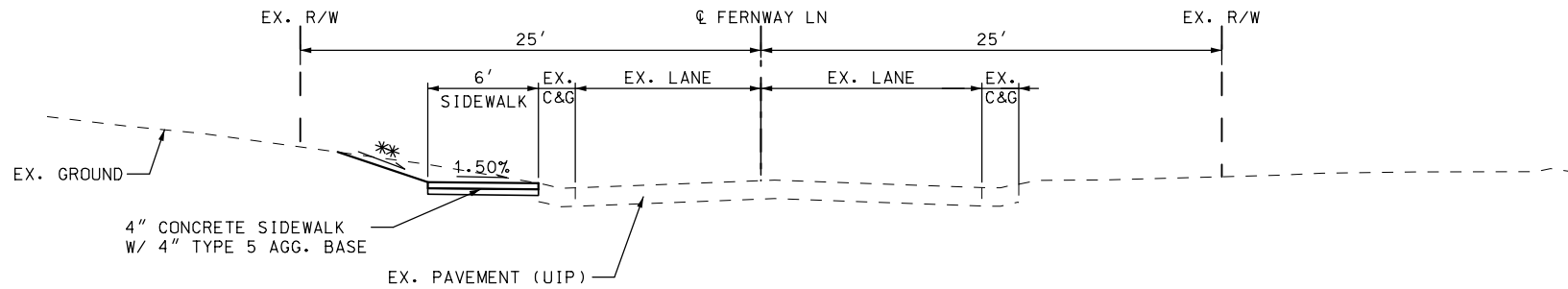
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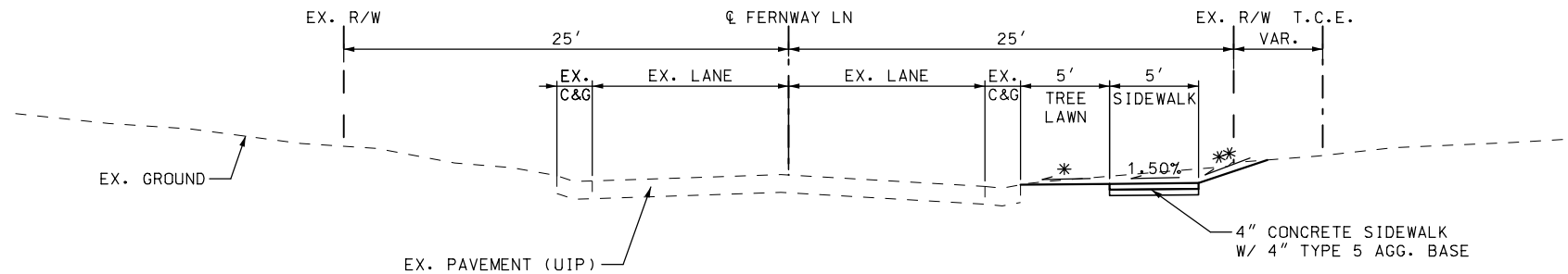
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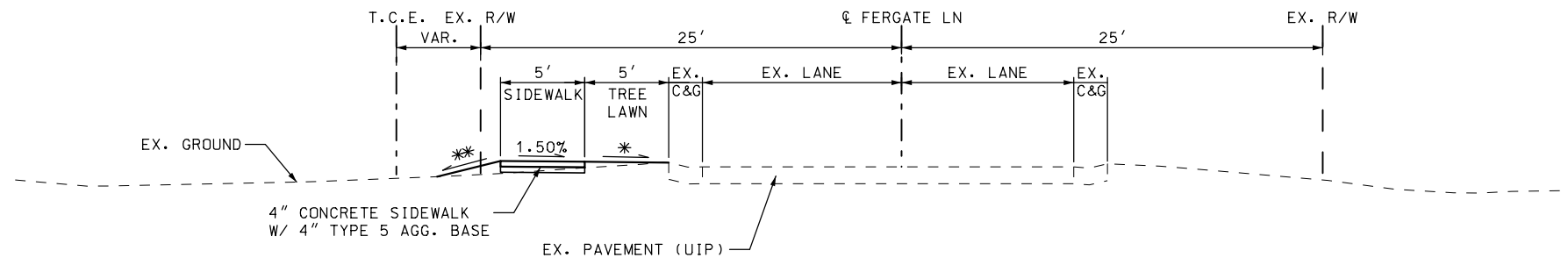
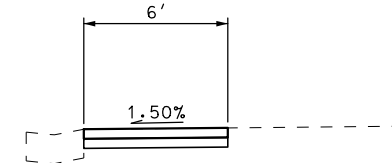
TYPICAL SECTION FERNWAY LANE
STA. 30+35.00 TO STA. 32+74.47

* VARIES: 1.00% TO 6:1 MAX
** 3:1 MAX (CUT)
4:1 MAX (FILL)



TYPICAL SECTION FERNWAY LANE
STA. 32+74.47 TO STA. 36+45.00

INSET
STA. 32+74.47 TO STA. 33+50.00



TYPICAL SECTION FERNGATE LANE
STA. 40+15.00 TO STA. 42+50.00

* VARIES: 1.00% TO 6:1 MAX
** 3:1 MAX (CUT)
4:1 MAX (FILL)

* VARIES: 1.00% TO 6:1 MAX
** 3:1 MAX (CUT)
4:1 MAX (FILL)

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DATE PREPARED
3/7/2025

ROUTE
FVD STATE
MO

DISTRICT
SL SHEET NO.
4

COUNTY
ST. LOUIS

FEDERAL PROJECT NO.
STP-XXXX(XXX)

PROJECT NAME

SHEET NAME
TYPICAL SECTION

SHEET
3 OF 5

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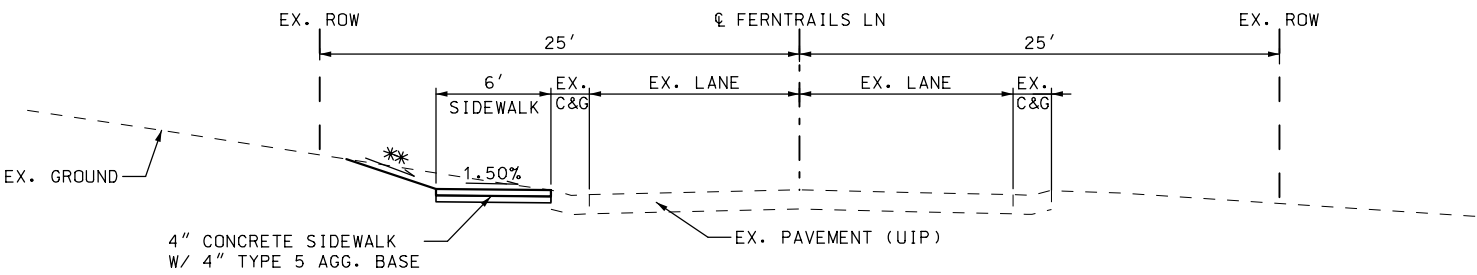
DESCRIPTION	DATE

DATE



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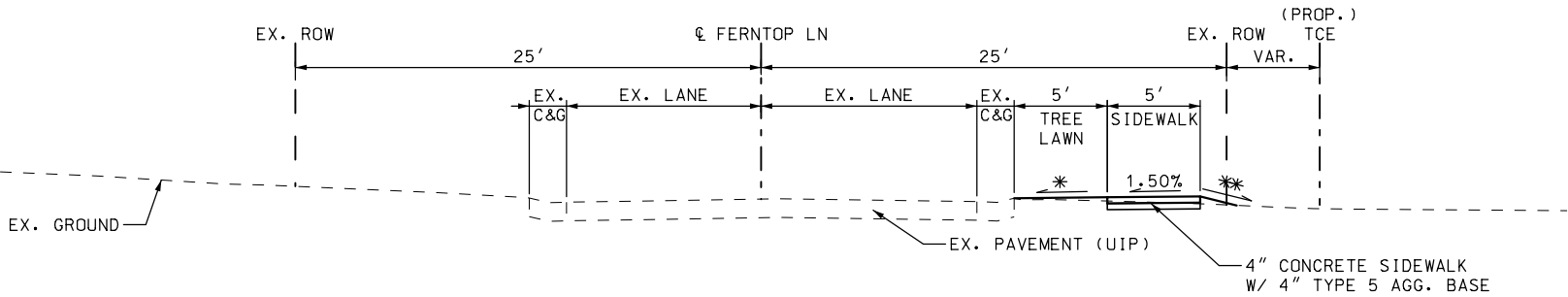




TYPICAL SECTION FERNTRAILS LANE
STA. 47+05.00 TO STA. 49+80.00

* VARIES: 1.00% TO 6:1 MAX

** 3:1 MAX (CUT)
4:1 MAX (FILL)



TYPICAL SECTION FERNTOP LANE
STA. 60+20.00 TO STA. 62+20.00

* VARIES: 1.00% TO 6:1 MAX

** 3:1 MAX (CUT)
4:1 MAX (FILL)

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COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	

SHEET NAME TYPICAL SECTION
SHEET 4 OF 5

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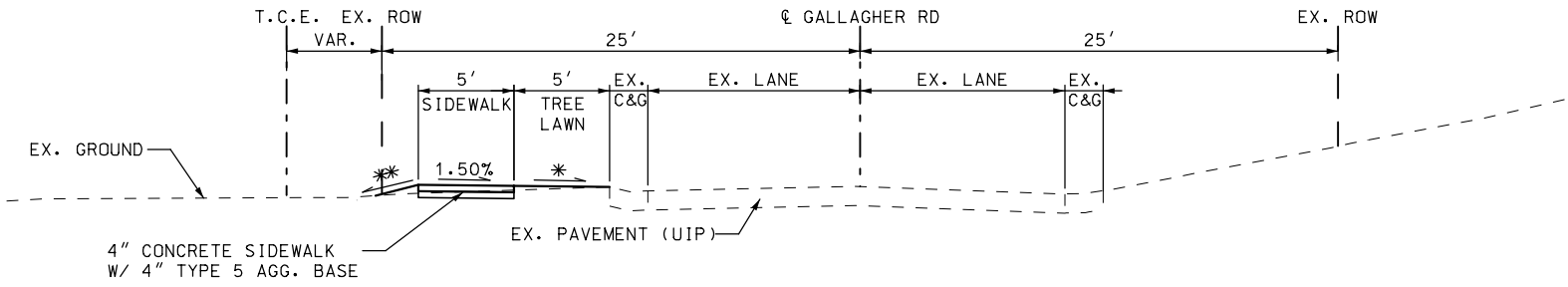
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TYPICAL SECTION GALLAGHER ROAD
STA. 71+35.00 TO STA. 79.90.00

* VARIES: 1.00% TO 6:1 MAX
** 3:1 MAX (CUT)
4:1 MAX (FILL)

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ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 6
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	
SHEET NAME TYPICAL SECTION	
SHEET 5 OF 5	

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CITY OF CREVE COEUR, MO
1949
300 N. NEW BALDUS RD.
CREVE COEUR, MO 63141

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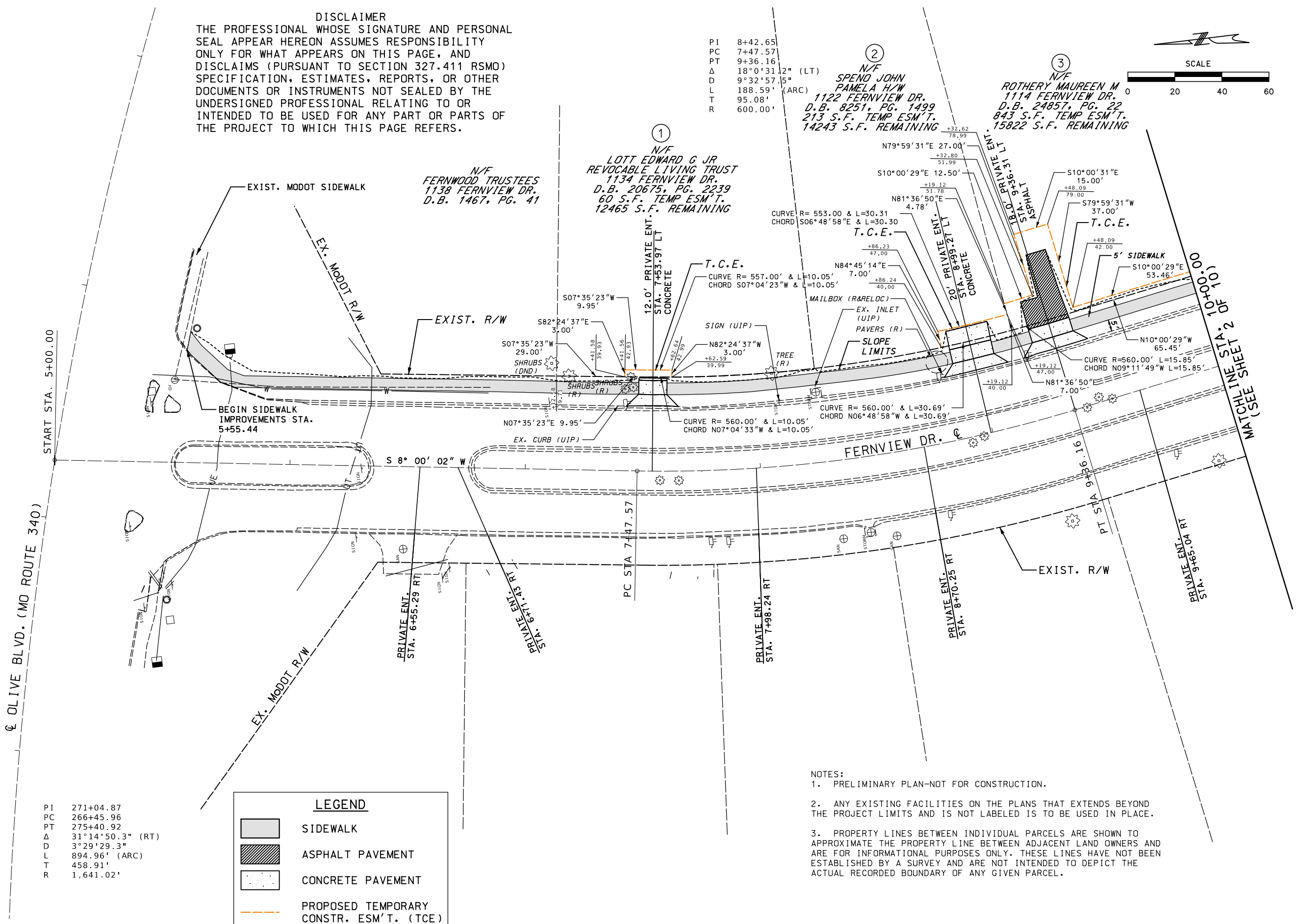
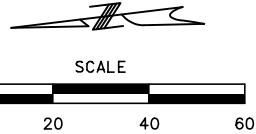
N/F
FERNWOOD TRUSTEES
1138 FERNVIEW DR.
D.B. 1467, PG. 41

N/F
LOTT EDWARD G JR
REVOCABLE LIVING TRUST
1134 FERNVIEW DR.
D.B. 20675, PG. 2239
60 S.F. TEMP ESM'T.
12465 S.F. REMAINING

PI 8+42.65
PC 7+47.57
PT 9+36.16
Δ 18°0'31.2" (LT)
D 9°32'57.5"
L 188.59' (ARC)
T 95.08'
R 600.00'

N/F
SPEND JOHN
PAMELA H/W
1122 FERNVIEW DR.
D.B. 8251, PG. 1499
213 S.F. TEMP ESM'T.
14243 S.F. REMAINING

N/F
ROTHERY MAUREEN M
1114 FERNVIEW DR.
D.B. 24857, PG. 22
843 S.F. TEMP ESM'T.
15822 S.F. REMAINING



PI 271+04.87
PC 266+45.96
PT 275+40.92
Δ 31°14'50.3" (RT)
D 3°29'29.3"
L 894.96' (ARC)
T 458.91'
R 1,641.02'

LEGEND

- SIDEWALK
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PROPOSED TEMPORARY CONSTR. ESM'T. (T.C.E.)

- NOTES:
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ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 17
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	
SHEET NAME ROW PLAN	
SHEET 1 OF 10	

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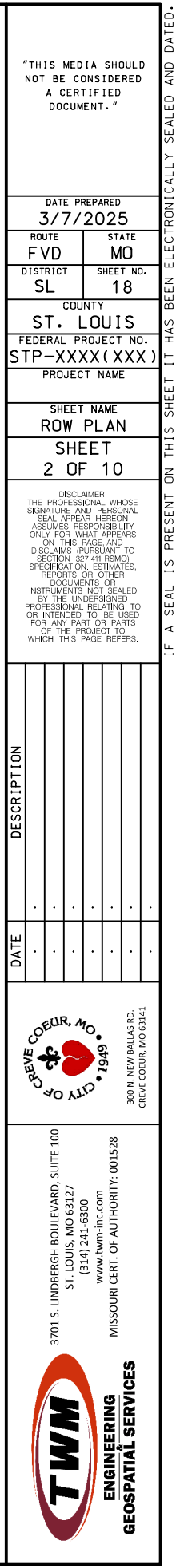
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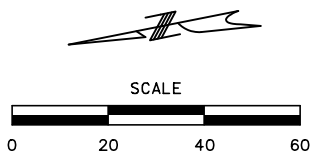
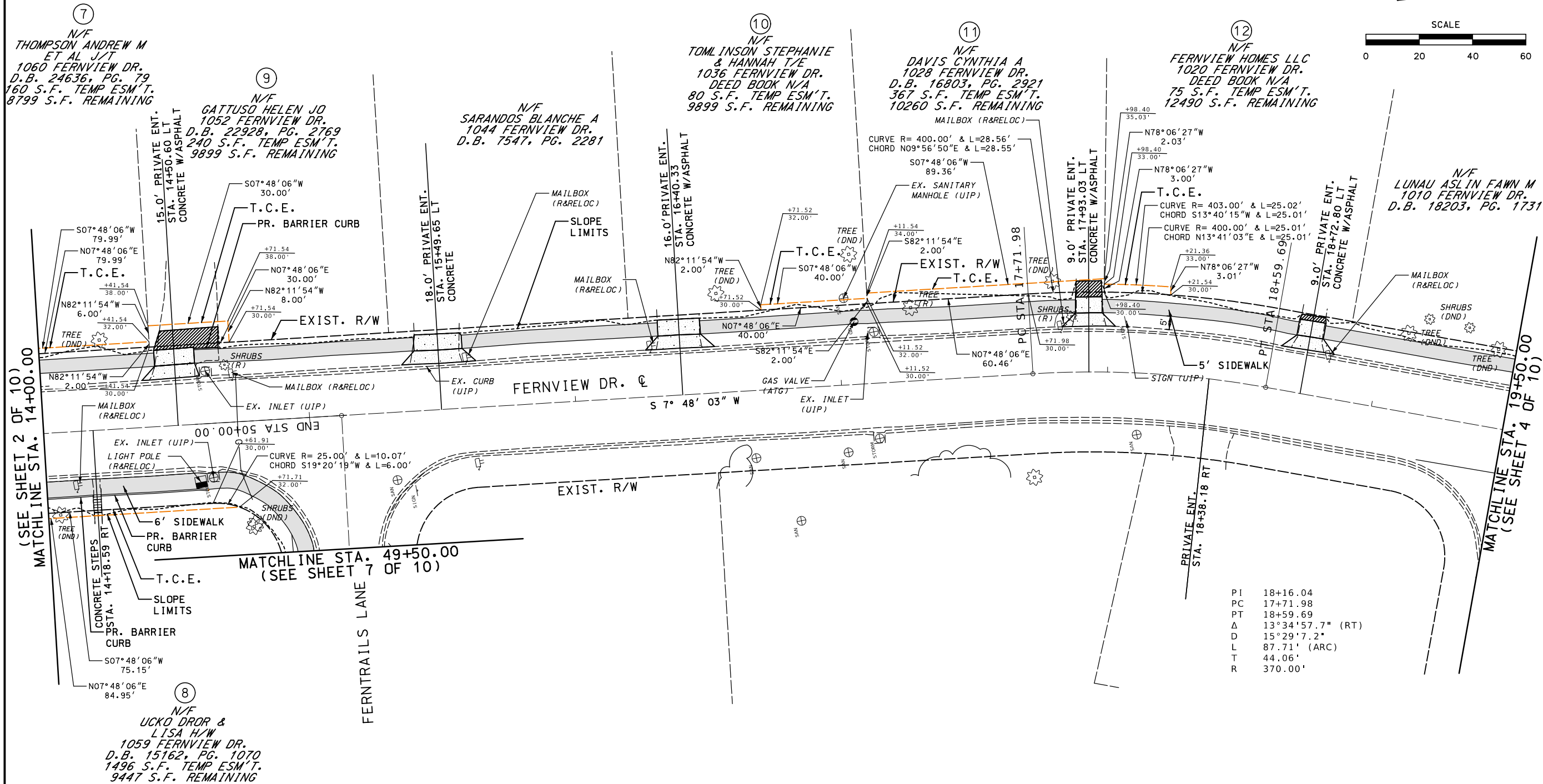
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LEGEND	
	SIDEWALK
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	PROPOSED TEMPORARY CONSTR. ESM'T. (TCE)

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PI	18+16.04
PC	17+71.98
PT	18+59.69
Δ	13°34'57.7" (RT)
D	15°29'7.2"
L	87.71' (ARC)
T	44.06'
R	370.00'

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DATE PREPARED 3/7/2025	
ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 19
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	
SHEET NAME ROW PLAN	
SHEET 3 OF 10	

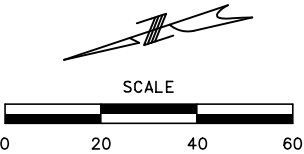
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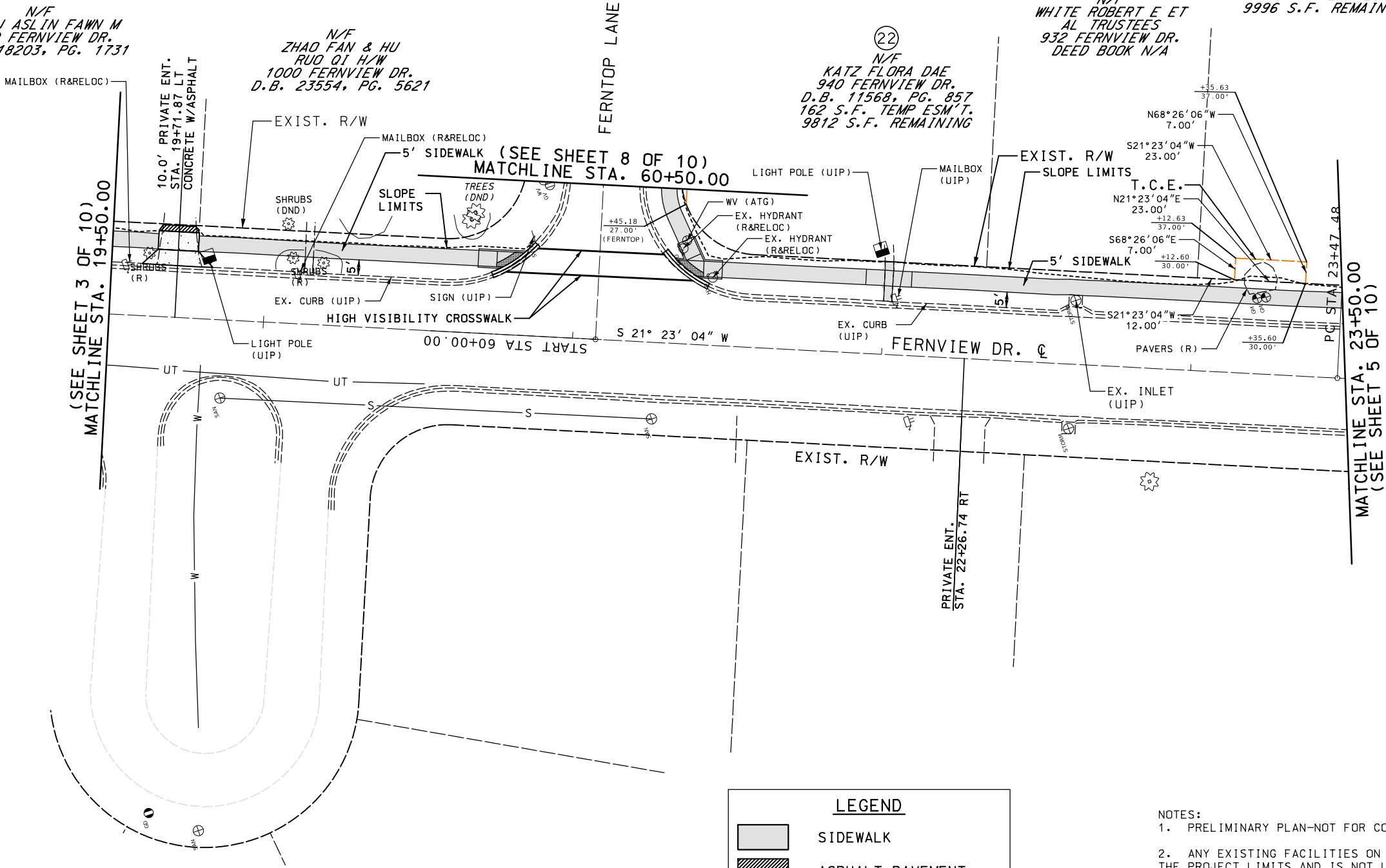
N/F
LUNAU ASLIN FAWN M
1010 FERNVIEW DR.
D.B. 18203, PG. 1731

N/F
ZHAO FAN & HU
RUO QI H/W
1000 FERNVIEW DR.
D.B. 23554, PG. 5621

22
N/F
KATZ FLORA DAE
940 FERNVIEW DR.
D.B. 11568, PG. 857
162 S.F. TEMP ESM'T.
9812 S.F. REMAINING

N/F
WHITE ROBERT E ET
AL TRUSTEES
932 FERNVIEW DR.
DEED BOOK N/A

13
N/F
CUI WENYING &
YIFANG LI H/W
924 FERNVIEW DR.
D.B. 17783, PG. 1225
161 S.F. TEMP ESM'T.
9996 S.F. REMAINING



LEGEND

- SIDEWALK
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PROPOSED TEMPORARY CONSTR. ESM'T. (TCE)

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DATE PREPARED 3/7/2025	
ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 20
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	
SHEET NAME ROW PLAN	
SHEET 4 OF 10	

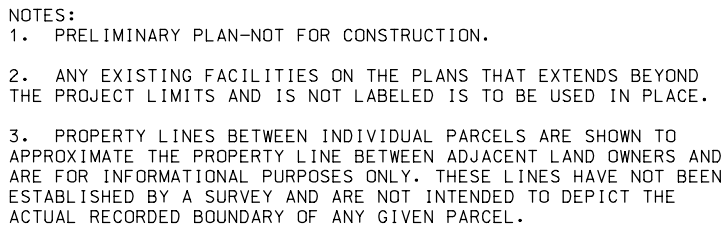
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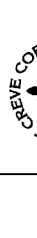
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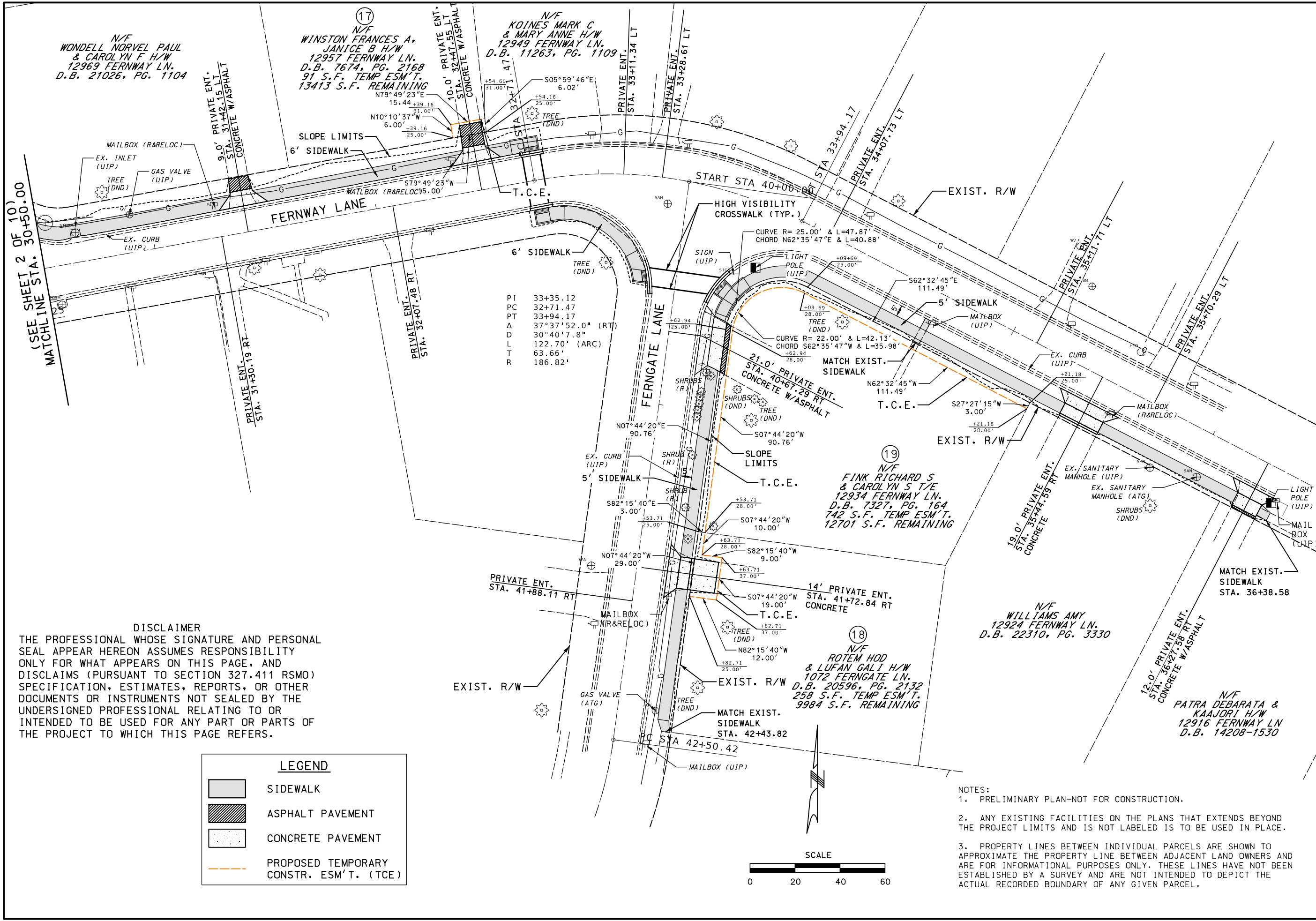
CITY OF CREVE COEUR, MO
1949

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ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 21
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX (XXX)	
PROJECT NAME	
SHEET NAME ROW PLAN	
SHEET 5 OF 10	
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DATE	DESCRIPTION
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ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 22
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	
SHEET NAME ROW PLAN	
SHEET 6 OF 10	
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300 N. NEW BALAS RD.
CREVE COEUR, MO 63141

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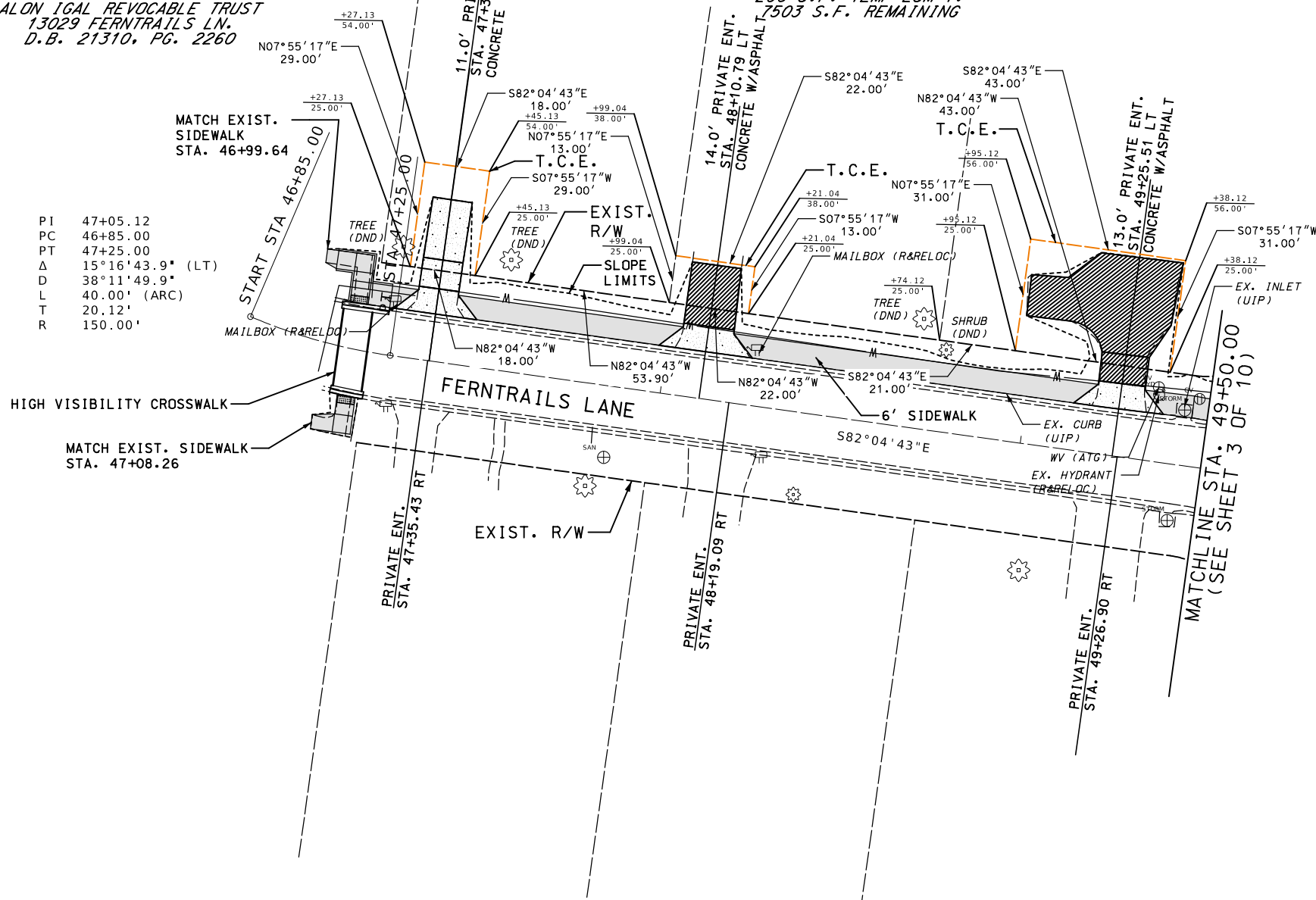
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N/F
ALON IGAL REVOCABLE TRUST
13029 FERNTRAILS LN.
D.B. 21310, PG. 2260

(20)
N/F
SHANFELD GERALD J JUDITH E
13017 FERNTRAILS LN.
D.B. 6805, PG. 723
522 S.F. TEMP ESM'T.
7971 S.F. REMAINING

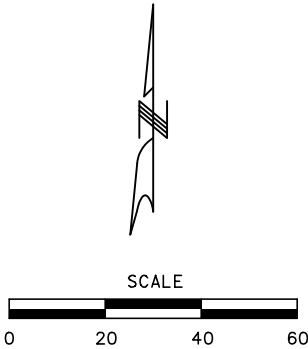
(21)
N/F
KIM ALYSON & DAVID H/W
13009 FERNTRAILS LN.
D.B. 21930, PG. 1089
286 S.F. TEMP ESM'T.
7503 S.F. REMAINING

(8)
N/F
UCKO DROR & LISA H/W
1059 FERNVIEW DR.
D.B. 15162, PG. 107
1496 S.F. TEMP ESM'T.
9447 S.F. REMAINING



LEGEND

- SIDWALK
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PROPOSED TEMPORARY CONSTR. ESM'T. (TCE)



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3/7/2025

ROUTE
FVD

STATE
MO

DISTRICT
SL

SHEET NO.
23

COUNTY

ST. LOUIS

FEDERAL PROJECT NO.

STP-XXXX(XXX)

PROJECT NAME

SHEET NAME

ROW PLAN

SHEET

7 OF 10

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N/F
INKLEY JOHN & MELISSA H/W
12958 FERNTOP LN.
D.B. 20942, PG. 1554

LEGEND

SIDEWALK

ASPHALT PAVEMENT

CONCRETE PAVEMENT

PROPOSED TEMPORARY
CONSTR. ESM'T. (TCE)

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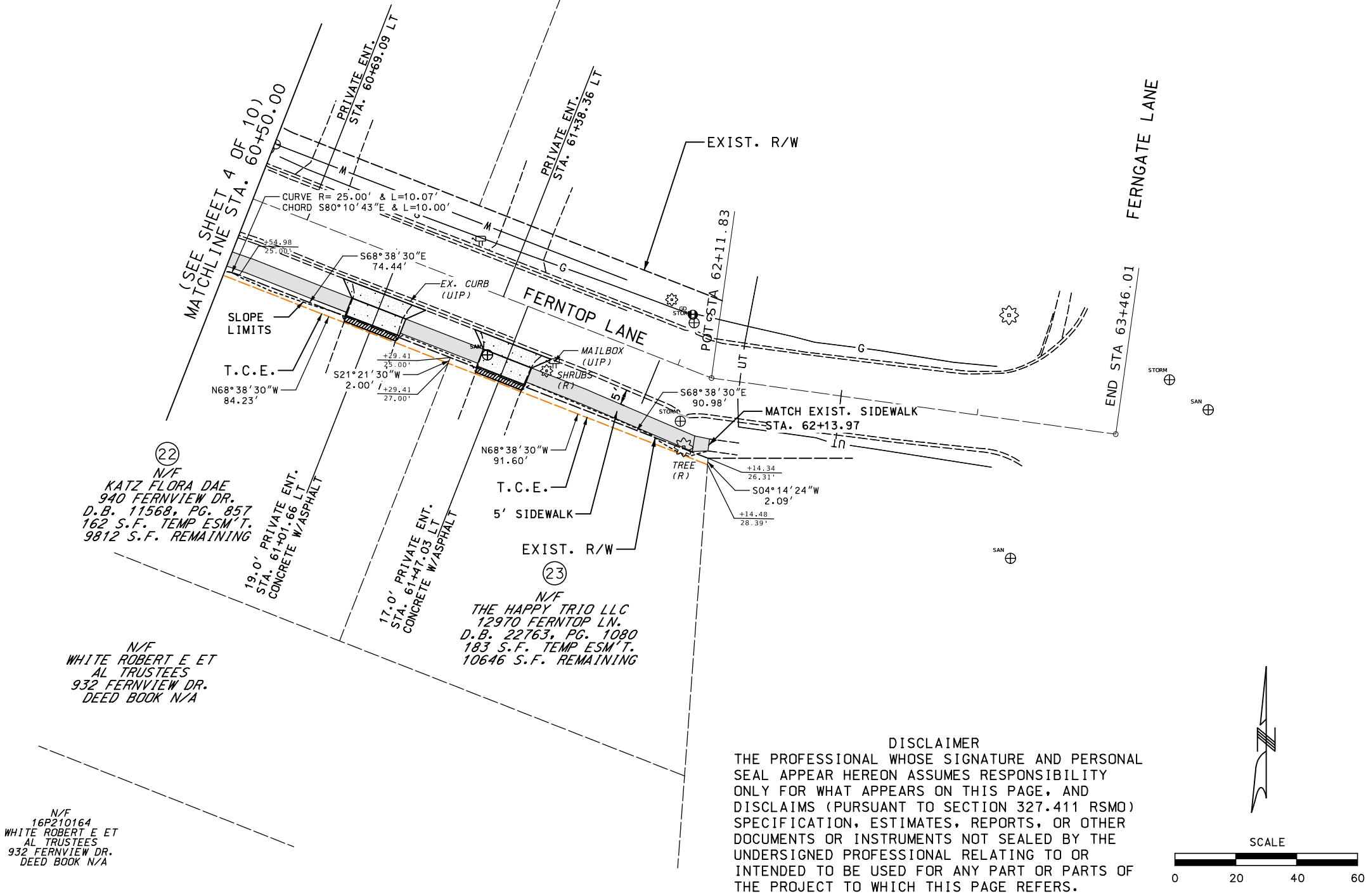
DATE PREPARED 3/7/2025	
ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 24
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	
SHEET NAME ROW PLAN	
SHEET 8 OF 10	

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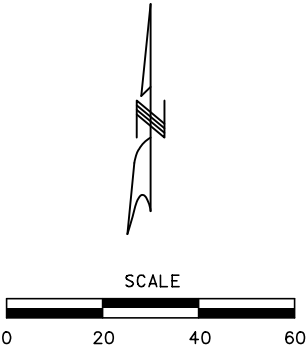
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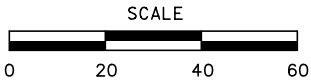
N/F
16P210164
WHITE ROBERT E ET
AL TRUSTEES
932 FERNVIEW DR.
DEED BOOK N/A

N/F
WHITE ROBERT E ET
AL TRUSTEES
932 FERNVIEW DR.
DEED BOOK N/A

22
N/F
KATZ FLORA DAE
940 FERNVIEW DR.
D.B. 11568, PG. 857
162 S.F. TEMP ESM'T.
9812 S.F. REMAINING

17.0' PRIVATE ENT.
STA. 61+47.03 LT.
CONCRETE W/ASPHALT

N/F
THE HAPPY TRIO LLC
12970 FERNTOP LN.
D.B. 22763, PG. 1080
183 S.F. TEMP ESM'T.
10646 S.F. REMAINING



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