



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 27, 2026
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/87106803602>

phone: 1 312 626 6799

Webinar ID: 871 0680 3602

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

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

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

CONSENT AGENDA

1. Approval of July 13, 2026, Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing

UNFINISHED BUSINESS

2. **Bill No. 6222 — An Ordinance of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of sewer easement for the Metropolitan St. Louis Sewer District at Lake School Park. Final Reading and Passage.**
Summary: The easement is required for an existing sanitary sewer identified



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during the Metropolitan St. Louis Sewer District's review of the Lake School Park improvement plans.

- 3. Bill No. 6223 — An Ordinance of the City Council of the City of Creve Coeur, Missouri, authorizing the transfer of right-of-way at the southeast corner of the intersection of North New Ballas Road and Olive Boulevard to the Missouri Highway and Transportation Commission. Final Reading and Passage.**

Summary: City staff recommends transferring right-of-way from the City of Creve Coeur to the Missouri Department of Transportation (MoDOT). The subject right-of-way is located in the southeast corner of N. New Ballas Road at Olive Boulevard. The light orange shaded area on Exhibit A shows the areas of right-of-way to be transferred to MoDOT.

NEW BUSINESS

- 4. Bill No. 6224 — An Ordinance calling an election in the City of Creve Coeur, Missouri, on the question of issuing general obligation bonds for the purpose of constructing, furnishing, and equipping a new Government Center and increasing tangible property taxes to retire such bonds within twenty years from issuance. First Reading.**

Summary: Ordinance calling an election on the issuance of general obligation bonds to fund a new Government Center and authorize a tangible property tax increase to repay the bonds.

- 5. Resolution No. 1880 – A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Matthew E. Kurtz Nursery & Top Soil Supply Company, LLC for leaf and wood chip hauling services from fall 2026 through spring 2029 in consideration of the value of the materials.**

Summary: Staff recommends approval of a three-year contract with Matthew E. Kurtz Nursery & Top Soil Supply Company, LLC to provide haul-off services for leaf and limb debris collected through the City's annual collection programs.

- 6. Resolution No. 1881 – A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with One Vision, LLC to supply and plant trees on various City project sites and for the City's annual Street Tree Planting Cost-Share Program for fall 2026 - spring 2028.**



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Summary: Staff recommends approval of an agreement with One Vision, LLC for the supply and planting of trees at various City project sites and as part of the City's annual Street Tree Planting Cost-Share Program. The contract includes costs from fall 2026 to spring 2028 and generally range from \$430 to \$445 per tree, except Green Giants range from \$450 to \$465 per tree, over the three-year period.

- 7. Resolution No. 1882 — A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with Luby Equipment for the purchase of a Takeuchi TL8R2 Skid Steer for an amount of \$69,500.00.**

Summary: Staff recommends the purchase of a 2026 Takeuchi TL8R2-CRHRP skid steer from Luby Equipment for a Missouri State Contract price of \$69,500.00 to replace a 2012 skid steer. The use of a high flow hydraulic skid steer is essential to Public Works operations. It allows for the use of more types of attachments, many of which are critical for the work.

- 8. Resolution No. 1883 — A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with Luby Equipment for the purchase of a Case TL100 Mini Track Loader for an amount of \$44,653.81.**

Summary: Staff recommends the purchase of a 2026 CASE TL100 MTL mini track loader skid steer from Luby Equipment for a Missouri State Contract price of \$44,653.84 for use in the parks, the golf course and other areas where space is an issue, and a more narrow piece of equipment is required.

- 9. Resolution No. 1884 — 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 2026 construction season.**

Summary: Staff recommends the City enter into a contract with Donelson Construction for the not-to-exceed amount of \$179,008.04 for the 2026 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.

- 10. Resolution No. 1885 — A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the purchase of four 2027 Ford Police Utility Hybrid vehicles from Sam Scism Motors, Inc. for the total amount of**



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\$181,506.52 pursuant to the current Missouri statewide contract.

Summary: The Police Department has an established plan to purchase four new patrol vehicles annually, which results in a regimented and consistent life cycle for the entire fleet. The Police Chief recommends that the City purchase from Sam Scism Motors, Inc., under statewide contract MC260035007 - four (4) 2027 Ford Explorer Hybrid Police Interceptors.

BUSINESS FROM MAYOR AND CITY COUNCIL

11. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

ADJOURNMENT

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

Posted by: _____

Date/Time posted: _____

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



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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, July 13, 2026, at 7:00 PM.

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 Kris Simpson, Assistant City Administrator Sharon Stott, City Attorney Carl Lumley, Director of Finance Joan Leary, Director of Public Works Jay Lancaster, Assistant Director of Public Works Dione Garson, Director of Recreation Jason Valvero, Chief of Police Jeffrey Hartman, Public Information Officer and Management Analyst Melissa Bradford, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

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

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

ANNOUNCEMENTS



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

CONSENT AGENDA

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

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

- 1. Approval of June 22, 2026, City Council Joint Work Session Minutes**
- 2. Approval of June 22, 2026, Regular Meeting Minutes**
- 3. Appointments: Police & Safety Committee and Stormwater Committee**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing

UNFINISHED BUSINESS

- 4. Bill No. 6221 — An Ordinance amending the adopted 2027 General Fund Budget of the City of Creve Coeur by authorizing an additional appropriation to the General Fund Budget for the Administrative Services Division for a part-time Special Projects Manager. Final Reading and Passage.**

City Clerk read Bill No. 6221 for the final time.

City Administrator Kris Simpson responded to a question raised during the first reading, noting that the position will pay \$35.00 per hour, with a maximum of 16 hours per week, for an estimated annual cost of \$29,000, though staff anticipates the actual cost would be less.



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RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Newman

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6221 becomes Ordinance No. 5992.

NEW BUSINESS

- 5. Bill No. 6222 — An Ordinance of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of sewer easement for the Metropolitan St. Louis Sewer District at Lake School Park. First Reading.**

City Clerk read Bill No. 6222 for the first time.

Director of Public Works Jay Lancaster stated that the Metropolitan St. Louis Sewer District (MSD) requested an easement for an existing sanitary sewer along the north side of the Lake School Park property as part of the project's permitting process.

- 6. Bill No. 6223 — An Ordinance of the City Council of the City of Creve Coeur, Missouri, authorizing the transfer of right-of-way at the southeast corner of the intersection of North New Ballas Road and Olive Boulevard to the Missouri Highway and Transportation Commission. First Reading.**

City Clerk read Bill No. 6223 for the first time.

Director of Public Works Jay Lancaster reported that the Missouri Department of Transportation (MoDOT) is responsible for sidewalk maintenance along Olive Boulevard. Staff recommended transferring this portion of right-of-way to MoDOT for consistency.

- 7. Resolution No. 1879 — A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with ISC Contracting for the renovation of the Dielmann Recreation Complex in the amount of \$397,597.00.**

City Clerk read Resolution No. 1879.



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Director of Recreation Jason Valvero provided an overview of the contract and stated the project would be scheduled for work to occur between January through March 2027.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

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

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

BUSINESS FROM MAYOR AND CITY COUNCIL

8. Council Liaison Reports

Council Member Spence referenced a document she presented at the dais regarding proposed increases to truck size and weight limits on the nation's highways, specifically language included in the Build America 250 Act (see Exhibit A) and shared her concerns about the proposal.

BUSINESS FROM CITY ADMINISTRATOR

9. Modification to Fiscal Year 2027 Budget

Finance Director Joan Leary reported that the FY 2027 budget detail pages were not fully updated when uploaded, resulting in a \$140,000 variance (to the good) between the detail pages and summary figures. She stated the detail pages will be corrected to reflect the updated budget.

ADJOURNMENT

Council Member Greer made a motion, seconded by Council Member Saunders, to move into executive session for attorney client communication and real estate discussions.

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

RESULT: APPROVED (UNANIMOUS)

MOVER: Greer

SECONDER: Saunders

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



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The meeting adjourned to executive session at 7:14 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

DRAFT

Why Legislation that Would Make Semi-Trucks Bigger and Heavier (Up to 91,000 pounds) are Dangerous to Our Community and State

Efforts continue in Washington, D.C. to increase truck size and weights on the nation's highways specifically language being included in the Build America 250 Act. This includes the following:

- 91,000 pound "pilot project" (an unlimited number of states and up to 10 years)
- Permanent increases for auto-hauler trucks up to 88,000 pounds

Safety Facts

In 2024:

- There were 5,070 large-truck crashes in Missouri (FMCSA)
- 144 people lost their lives in those crashes (NHTSA).
- 2,203 people were injured in those crashes (FMCSA).
- From 2014 to 2024, the year with the most recently available data, truck crash fatalities rose by 44% in Missouri.
- From 2023 to 2024, truck crash fatalities rose by 20% in Missouri.

Other Safety Concerns for Bigger and Heavier Trucks:

- Larger Crash Footprint
- Longer Stopping Distance
- Higher Rollover Rate
- The Insurance Institute for Highway Safety reported that any large truck with an out of service violation is 362% more likely to be in a crash.

Infrastructure Facts

A recent updated study by the Coalition Against Bigger Trucks (CABT) evaluated the number of local bridges that would be put at risk by 91,000-pound trucks. CABT found:

- 3,886 local bridges would be at risk for 91,000-pound trucks
- It would cost local municipalities and taxpayers almost \$2.2 billion to rebuild those bridges.
- That dollar amount is for bridges only and does not include other infrastructure costs that will be impacted due to heavier weights including roads.
- This legislation would be an unfunded mandate that would ultimately place the financial burden back on local municipalities and the taxpayers.

For more information, please reach out to Christy Auld, Regional Director for the State of Missouri at cauld@cabt.org or 615-804-4857.

You may also visit www.cabt.org for more information.



MEMORANDUM

DATE: July 22, 2026

TO: Kris Simpson, City Administrator

FROM: Joan Leary, 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 09, 2026 through July 22, 2026 in the amount of \$929,653.35.



Creve Coeur, MO

Council Report of invoices Paid Listing

By Fund

Payment Dates 7/9/2026 - 7/22/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
ST LOUIS COUNTY CIRCUIT CLERK	INV0002851	07/16/2026	GARNISHMENT	01-2111	69681	56.48
PAYROLL MS CONTRIBUTIONS	INV0002852	07/17/2026	ICMA ROTH IRA %	01-2319	DFT0012988	239.19
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	ER PENSION 7%	01-2312	DFT0012989	597.69
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	ICMA ROTH 457 \$	01-2318	DFT0012989	2,447.31
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	ICMA ROTH 457 %	01-2318	DFT0012989	7,222.49
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	MS ROTH IRA CATCHUP\$	01-2318	DFT0012989	50.00
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	ICMA ROTH IRA \$	01-2319	DFT0012989	502.70
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	ICMA 457 %	01-2322	DFT0012989	3,085.85
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	ICMA 457 \$	01-2322	DFT0012989	6,397.84
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	ICMA 457 \$	01-2322	DFT0012989	115.39
PAYROLL MS CONTRIBUTIONS	INV0002853	07/17/2026	ICMA LOAN PAYMENT	01-2324	DFT0012989	184.63
MOST MISSOURIS 529 SAVINGS PLAN	INV0002854	07/17/2026	MOST 529 COLLEGE SAVINGS...	01-2323	DFT0012990	525.00
VOYA	INV0002855	07/17/2026	VOYA 457 %	01-2321	DFT0012991	504.22
VOYA	INV0002855	07/17/2026	VOYA 457\$	01-2321	DFT0012991	310.00
VOYA	INV0002855	07/17/2026	VOYA 457 %	01-2321	DFT0012991	147.80
DEPARTMENT OF TREASURY	INV0002856	07/17/2026	SOCIAL SECURITY	01-2102	DFT0012992	47,104.96
DEPARTMENT OF TREASURY	INV0002856	07/17/2026	MEDICARE	01-2103	DFT0012992	11,016.52
DEPARTMENT OF TREASURY	INV0002856	07/17/2026	FEDERAL WITHHOLDING	01-2104	DFT0012992	39,681.45
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002857	07/17/2026	STATE WITHHOLDING	01-2105	DFT0012993	13,516.00
DEPARTMENT OF TREASURY	INV0002858	07/22/2026	SOCIAL SECURITY	01-2102	DFT0013018	893.92
DEPARTMENT OF TREASURY	INV0002858	07/22/2026	MEDICARE	01-2103	DFT0013018	209.06
DEPARTMENT OF TREASURY	INV0002858	07/22/2026	FEDERAL WITHHOLDING	01-2104	DFT0013018	966.77
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002859	07/22/2026	STATE WITHHOLDING	01-2105	DFT0013019	284.00
						136,059.27
						136,059.27
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
CURTIS HEINZ GARRETT AND OKEEFE PC	198081-198111	07/16/2026	CITY ATTORNEY RETAINER M...	01-12-10-6201	3749	5,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	198081-198111	07/16/2026	CITY ATTORNEY NON-RETAIN...	01-12-10-6201	3749	5,089.10
CURTIS HEINZ GARRETT AND OKEEFE PC	198081-198111	07/16/2026	MUNICIPAL PROSECUTION R...	01-12-10-6201	3749	3,000.00

Council Report of invoices Paid Listing

Payment Dates: 7/9/2026 - 7/22/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CURTIS HEINZ GARRETT AND OKEEFE PC	198081-198111	07/16/2026	PROSECUTING ATTORNEY AS...	01-12-10-6201	3749	1,270.00
CURTIS HEINZ GARRETT AND OKEEFE PC	198081-198111	07/16/2026	MUNICIPAL PROSECUTION N...	01-12-10-6201	3749	500.00
Division 10 - LEGAL Total:						15,359.10
Division: 11 - ADMINISTRATIVE						
ASI	A000178626FDHXX	07/16/2026	HRA & FSA ADMIN FEES JUN ...	01-12-11-6203	3744	462.00
MERCY CORPORATE HEALTH	802229	07/22/2026	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	69689	119.00
MERCY CORPORATE HEALTH	803937	07/22/2026	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	69689	119.00
MERCY CORPORATE HEALTH	804445	07/22/2026	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	69689	55.25
Division 11 - ADMINISTRATIVE Total:						755.25
Division: 14 - MUNICIPAL COURT						
RICOH USA INC	110132817	07/16/2026	COURT COPIER LEASE 6/18/2...	01-12-14-6213	69680	192.63
Division 14 - MUNICIPAL COURT Total:						192.63
Department 12 - ADMINISTRATION Total:						16,306.98
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002857	07/17/2026	STATE WITHHOLDING FEE	01-13-11-6202	DFT0012993	0.50
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002859	07/22/2026	STATE WITHHOLDING FEE	01-13-11-6202	DFT0013019	0.50
Division 11 - ADMINISTRATIVE Total:						1.00
Division: 15 - INTERDEPARTMENTAL						
RSC INSURANCE BROKERAGE	11568774	07/16/2026	FY27 CYBER LIABILITY INSUR...	01-13-15-6220	3775	10,335.00
RSC INSURANCE BROKERAGE INC	52174	07/16/2026	FY27 AUTO PHYSICAL DAMA...	01-13-15-6226	3776	46,492.20
ULINE INC	210586762	07/21/2026	FILE FOLDERS	01-13-15-7312	DFT0013025	80.62
RSC INSURANCE BROKERAGE	11550041	07/22/2026	FY27 PUBLIC OFFICIALS INSU...	01-13-15-6222	3794	47,998.00
ODP BUSINESS SOLUTIONS LLC	468640880001	07/22/2026	TONER, LABELS, CARD STOCK	01-13-15-7312	3792	197.08
ODP BUSINESS SOLUTIONS LLC	475417943001	07/22/2026	TONER, COPY PAPER, LAMIN...	01-13-15-7312	3792	471.72
RSC INSURANCE BROKERAGE INC	53454	07/22/2026	FY27 PROPERTY INSURANCE	01-13-15-6226	3795	68,025.39
Division 15 - INTERDEPARTMENTAL Total:						173,600.01
Division: 51 - MIS OPERATIONS						
UMZUZU LLC	0190235	07/21/2026	GOOGLE WORKSPACE ANNU...	01-13-51-6213	DFT0013026	1,841.40
Division 51 - MIS OPERATIONS Total:						1,841.40
Department 13 - FINANCE Total:						175,442.41
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
DOUGLAS VENTURES LLC	607221224-XW07	07/16/2026	EXTRA HOLIDAY CLEANING A...	01-14-11-6203	3751	59.28

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Payment Dates: 7/9/2026 - 7/22/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
US BANK EQUIPMENT FINANCE	585266463	07/20/2026	DCR PRINTER CHARGES 6/20...	01-14-11-6213	DFT0013001	75.39
Division 11 - ADMINISTRATIVE Total:						134.67
Department 14 - COMMUNITY SERVICES Total:						134.67
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
AMERENUE	55031-62002 06/30/26	07/15/2026	ELECTRIC CITY HALL MAY - J...	01-16-11-6250	DFT0012994	6,418.81
JOSHUA A DORSEY	000100	07/16/2026	CLEANING CONTRACT - GC 1...	01-16-11-6212	3759	2,000.00
UNIFIRST CORPORATION	1880261439	07/16/2026	MAINTENANCE UNIFORMS ...	01-16-11-7308	3782	12.19
BRANNEKY AND SONS	33585/1	07/16/2026	ACCESS PANEL, KEYS AND KE...	01-16-11-6212	DFT0013004	76.85
MERCANTILE COMPANY INC						
Division 11 - ADMINISTRATIVE Total:						8,507.85
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						8,507.85
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
THE SHRED TRUCK	0022282	07/16/2026	CITY WIDE SHRED EVENT	01-21-11-7314	3778	1,100.00
UNIFIRST CORPORATION	1880261439	07/16/2026	MAINTENANCE UNIFORMS ...	01-21-11-7308	3782	12.18
WEST CENTRAL DISPATCH CENTER	27-1	07/16/2026	1ST QTR WCDC UTILIZATION ...	01-21-11-6202	3784	163,434.78
WEST CENTRAL DISPATCH CENTER	27-1	07/16/2026	1ST QUARTER WCDC BASE F...	01-21-11-6202	3784	27,687.00
REJIS COMMISSION	579485	07/16/2026	CAD-010-YR4 MOBILE MAINT...	01-21-11-6202	DFT0013009	16,524.00
REJIS COMMISSION	579934	07/16/2026	BILLABLE TIME-PD ACCESS IN...	01-21-11-6213	DFT0013009	118.75
LEON UNIFORM CO INC	677870-03	07/16/2026	ADMIN UNIFORM PURCHASE...	01-21-11-7308	3764	26.00
LEON UNIFORM CO INC	677874-02	07/16/2026	ADMIN UNIFORM PURCHASE...	01-21-11-7308	3764	26.00
LEON UNIFORM CO INC	680575	07/16/2026	STAR AND BARS SERVICE PINS	01-21-11-7308	3764	12.50
MARCO HOLDINGS LLC	INV15434444	07/16/2026	CHIEF OFFICE COPIER MAINT...	01-21-11-6213	69675	132.24
MARCO HOLDINGS LLC	INV15443580	07/16/2026	RECORDS COPIER MAINT-7/1...	01-21-11-6213	69675	169.85
FILEONQ INC	14393	07/21/2026	DIGITALONQ UPGRADE & I...	01-21-11-6213	DFT0013022	3,659.28
PERSONNEL EVALUATION INC	57895	07/21/2026	PEP BILL 6/1-6/30/2026	01-21-11-6203	DFT0013024	407.00
ST LOUIS COUNTY TREASURER	172718	07/22/2026	ADMIN CONT ED TUITION F...	01-21-11-6261	69694	1,225.00
MISSOURI POLICE CHIEFS ASSOCIATION	300001673	07/22/2026	ACTIVE MEMBER RENEWAL- ...	01-21-11-6262	69690	250.00
VERIZON WIRELESS SERVICES LLC	6147826152	07/22/2026	TABLETS AND AIRCARDS 7/5...	01-21-11-6253	3797	240.36
Division 11 - ADMINISTRATIVE Total:						215,024.94
Division: 21 - INVESTIGATION						
LEADSONLINE PARENT LLC	425364	07/16/2026	POWERPLUS AND CELLHAWK...	01-21-21-6203	3763	10,952.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202605-1R	07/16/2026	BILLING PERIOD 05/01/26 - 0...	01-21-21-6202	69684	245.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202606-1	07/16/2026	BILLING PERIOD 6/1/26-6/30...	01-21-21-6202	69683	152.00
T-MOBILE USA INC	L2607010105	07/16/2026	CELL TOWER AND AREA DU...	01-21-21-6203	3780	100.00
MICHAEL VACLAVIK	MISC INV 06/28/26	07/16/2026	EMPLOYEE REIMBURSE - SC...	01-21-21-6265	3766	180.83
ST LOUIS COUNTY TREASURER	172718	07/22/2026	INVEST CONT ED TUITION FO...	01-21-21-6261	69694	1,225.00
LEON UNIFORM CO INC	678627-02	07/22/2026	INVESTIGATION UNIFORM P...	01-21-21-7308	3789	26.00
Division 21 - INVESTIGATION Total:						12,880.83

Division: 22 - PATROL

CREST INDUSTRIES INC	2955958	07/16/2026	5 TPMS SENSORS	01-21-22-6210	DFT0013005	167.20
HANDY AUTOMOTIVE	6219-736505	07/16/2026	WIPER BLADES FOR CAR 2429	01-21-22-6210	DFT0013006	22.18
HANDY AUTOMOTIVE	6219-736773	07/16/2026	CABIN AIR FILTER FOR CAR 2...	01-21-22-6210	DFT0013006	20.36
HANDY AUTOMOTIVE	6219-736777	07/16/2026	CABIN AIR FILTERS FOR STOCK	01-21-22-6210	DFT0013006	79.38
HANDY AUTOMOTIVE	6219-736900	07/16/2026	AIR FILTERS	01-21-22-6210	DFT0013006	28.76
HANDY AUTOMOTIVE	6219-736984	07/16/2026	AIR FILTERS FOR STOCK	01-21-22-6210	DFT0013006	57.52
LEON UNIFORM CO INC	679951-01	07/16/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3764	86.00
LEON UNIFORM CO INC	680401	07/16/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3764	552.10
LEON UNIFORM CO INC	680436-01	07/16/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3764	123.00
LEON UNIFORM CO INC	680460	07/16/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3764	60.00
LEON UNIFORM CO INC	680685	07/16/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3764	140.00
HANDY AUTOMOTIVE	6219-737961	07/21/2026	DURANGO AIR FILTERS	01-21-22-6210	DFT0013023	47.24
DOBBS TIRE AND AUTO CENTERS	10284939	07/21/2026	4 EXPLORER AND 4 F150 TIR...	01-21-22-6210	DFT0013021	1,324.00
ST LOUIS COUNTY TREASURER	172718	07/22/2026	PATROL CONT ED TUITION- 3...	01-21-22-6261	69694	6,300.00
LEON UNIFORM CO INC	677283-02	07/22/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3789	135.00
LEON UNIFORM CO INC	680052-01	07/22/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3789	19.00
LEON UNIFORM CO INC	680132-01	07/22/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3789	336.00
LEON UNIFORM CO INC	680685-01	07/22/2026	PATROL UNIFORM PURCHASE..	01-21-22-7308	3789	80.00
CDS OFFICE SYSTEMS INC	INV1788162	07/22/2026	PATROL COPIER CONTRACT-...	01-21-22-6213	3786	53.92
CONSUMER GLASS INC	W109858	07/22/2026	WINDSHIELD REPAIR FOR CA...	01-21-22-6210	69686	125.00

Division 22 - PATROL Total: 9,756.66

Department 21 - POLICE Total: 237,662.43

Department: 31 - PUBLIC WORKS

Division: 11 - ADMINISTRATIVE

REINHOLD ELECTRIC INC	359669	07/16/2026	TRAFFIC SIGNAL LOCATES 26...	01-31-11-6211	DFT0013008	215.00
US BANK EQUIPMENT FINANCE	585266232	07/20/2026	COPIER 6/20/26 TO 7/20/26	01-31-11-6213	DFT0013000	207.22

Division 11 - ADMINISTRATIVE Total: 422.22

Division: 41 - STREET MAINTENANCE

MISSOURI AMERICAN WATER CO	1017-210041135520	06/19/... 07/13/2026	740 N NEW BALLAS RD IRR1S...	01-31-41-6254	DFT0012997	48.92
MISSOURI AMERICAN WATER CO	1017-210041135520	06/19/... 07/13/2026	198 N NEW BALLAS RD IRRIG...	01-31-41-6254	DFT0012997	51.26

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041135520 06/19/...	07/13/2026	451 N NEW BALLAS RD IRR3...	01-31-41-6254	DFT0012997	52.40
MISSOURI AMERICAN WATER CO	1017-210041135520 06/19/...	07/13/2026	160 N NEW BALLAS RD IRRIG...	01-31-41-6254	DFT0012997	105.83
MISSOURI AMERICAN WATER CO	1017-210041135520 06/19/...	07/13/2026	1030 N LINDBERGH BLVD 5/...	01-31-41-6254	DFT0012997	22.21
MISSOURI AMERICAN WATER CO	1017-210041135520 06/19/...	07/13/2026	350 N NEW BALLAS RD DETCK..	01-31-41-6254	DFT0012997	1.12
MISSOURI AMERICAN WATER CO	1017-210041135520 06/19/...	07/13/2026	6 BEACON HILL LN IRRIG 5/1...	01-31-41-6254	DFT0012997	43.52
MISSOURI AMERICAN WATER CO	1017-210041135520 06/19/...	07/13/2026	533 N NEW BALLAS RD IRRC...	01-31-41-6254	DFT0012997	61.70
MISSOURI AMERICAN WATER CO	1017-210041240477 06/23/...	07/15/2026	599 S NEW BALLAS RD IRRIG ...	01-31-41-6254	DFT0012995	119.77
MISSOURI AMERICAN WATER CO	1017-210041240477 06/23/...	07/15/2026	333 S NEW BALLAS RD IRRIG ...	01-31-41-6254	DFT0012995	78.37
MISSOURI AMERICAN WATER CO	1017-210041240477 06/23/...	07/15/2026	631 S NEW BALLAS RD IRRIG ...	01-31-41-6254	DFT0012995	156.93
MISSOURI AMERICAN WATER CO	1017-210041240477 06/23/...	07/15/2026	298 N NEW BALLAS RD 5/20/...	01-31-41-6254	DFT0012995	139.51
AMERENUE	55031-62002 06/30/26	07/15/2026	ELECTRIC STREET DEPT MAY -...	01-31-41-6250	DFT0012994	1,469.37
AMERENUE	55031-62002 06/30/26	07/15/2026	ELECTRIC STREET LIGHTING ...	01-31-41-6251	DFT0012994	12,316.16
NEW FRONTIER MATERIALS LLC	12961054	07/16/2026	TICKET 43055816 - WINFIELD...	01-31-41-7305	3770	194.88
NEW FRONTIER MATERIALS LLC	12962399	07/16/2026	TICKET 43056261 - WINFIELD...	01-31-41-7305	3770	287.04
UNIFIRST CORPORATION	1880261468	07/16/2026	PW UNIFORMS WEEK OF 07/...	01-31-41-7308	3782	70.84
NELSON COUNTY LAND MAINTENANCE LLC	23187	07/16/2026	ROW MOWING 06/04/26 - 0...	01-31-41-6212	3769	4,216.00
HANDY AUTOMOTIVE	6219-737190	07/16/2026	SOCKET FOR MECHANIC	01-31-41-7302	DFT0013006	15.11
Division 41 - STREET MAINTENANCE Total:						19,450.94
Division: 43 - PARKS MAINTENANCE						
MISSOURI AMERICAN WATER CO	1017-210041135520 06/19/...	07/13/2026	2 BARNES WEST DR 5/16/26 -..	01-31-43-6254	DFT0012997	30.75
MISSOURI AMERICAN WATER CO	1017-210013559299 06/22/...	07/14/2026	12301 CONWAY RD 5/22/26 -..	01-31-43-6254	DFT0012996	23.38
MISSOURI AMERICAN WATER CO	1017-210041240477 06/23/...	07/15/2026	10620 COUNTRY VIEW DR 5/...	01-31-43-6254	DFT0012995	75.63
MISSOURI AMERICAN WATER CO	1017-210041240477 06/23/...	07/15/2026	11370 ST PAUL ST PARK 5/22...	01-31-43-6254	DFT0012995	69.03
MISSOURI AMERICAN WATER CO	1017-210041240477 06/23/...	07/15/2026	203 TOWNSEND ST 5/22/26 -...	01-31-43-6254	DFT0012995	12.17
AMERENUE	55031-62002 06/30/26	07/15/2026	ELECTRIC PARKS DEPT MAY - ...	01-31-43-6250	DFT0012994	1,249.70
UNIFIRST CORPORATION	1880261468	07/16/2026	PW UNIFORMS WEEK OF 07/...	01-31-43-7308	3782	23.62
NELSON COUNTY LAND MAINTENANCE LLC	23187	07/16/2026	PARKS MOWING 06/04/26 - ...	01-31-43-6212	3769	11,736.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
PHILIBERT SECURITY SYSTEMS INC	372237	07/16/2026	CENTRAL STATION MONITOR...	01-31-43-6224	69679	41.95
MICHAEL & THERESA DIMARTINI	450 FOXBROOK	07/16/2026	450 FOXBRROK - PAYMENT-F...	01-31-43-6212	69676	1,344.00
RENTOKIL NORTH AMERICA INC	97882715	07/16/2026	PEST CONTROL - TAPPMAYER...	01-31-43-6224	3774	74.50
Division 43 - PARKS MAINTENANCE Total:						14,680.73
Department 31 - PUBLIC WORKS Total:						34,553.89
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
CLARALYN P BOLLINGER	06/26 MILEAGE	07/16/2026	JUN 26 MILEAGE REIMBURS...	01-32-11-7307	3747	18.85
HORNER AND SHIFRIN INC	80731	07/22/2026	GIS Hosting	01-32-11-6203	3788	5,000.00
Division 11 - ADMINISTRATIVE Total:						5,018.85
Division: 61 - BUILDING DEPARTMENT						
VERIZON WIRELESS SERVICES LLC	6147826152	07/22/2026	TABLETS AND AIRCARDS 7/5...	01-32-61-6253	3797	240.06
Division 61 - BUILDING DEPARTMENT Total:						240.06
Department 32 - COMMUNIITY DEVELOPMENT Total:						5,258.91
Fund 01 - GENERAL FUND Total:						613,926.41
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
ST LOUIS COUNTY TREASURER	172621	07/16/2026	CONCRETE TESTING FOR CRA...	02-61-71-9510	69682	99.00
SWEETENS CONCRETE SERVICES LLC	20265457	07/16/2026	OLIVE & CITY PLACE - PED C...	02-61-71-9510	3777	18,000.00
NAVIGATE BUILDING SOLUTIONS LLC	2607080	07/16/2026	2026 NEW GOVERNMENT C...	02-61-71-9501	3768	8,813.14
ARCHIMAGES INC	42816	07/16/2026	2026 NEW GOVERNMENT C...	02-61-71-9501	3743	1,927.00
THOUVENOT WADE & MOERCHEN INC	99222	07/16/2026	FERNVIEW DRIVE SIDEWALK ...	02-61-71-9510	3779	9,488.00
ELIZABETH C. KALLEN	PARCEL 15	07/22/2026	912 FERNVIEW DR - TEMPOR...	02-61-71-9510	69687	1,550.00
BRYAN LOUIS MEYERS, TRUSTEE	PARCEL 26	07/22/2026	13023 GALLAGHER RD - TEM...	02-61-71-9510	69685	1,225.00
TIMOTHY JON GRYPINAS	PARCEL 28	07/22/2026	901 FERNVIEW DR - TEMPOR...	02-61-71-9510	69695	2,500.00
LEONID & STELLA VLADIMIROV	PARCEL 30	07/22/2026	12975 GALLAGHER RD - TEM...	02-61-71-9510	69688	250.00
Division 71 - CIP Total:						43,852.14
Department 61 - CIP Total:						43,852.14
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						43,852.14
Fund: 06 - MUNICIPAL ENTERPRISE FUND						
CALLAWAY GOLF SALES COMPANY	942908104	07/16/2026	GOLF BALLS FOR RESALE	06-1625	69672	753.12

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ALL STAR PRO GOLF	INV44919	07/22/2026	DIVOT TOOLS FOR RESALE G...	06-1631	3785	256.50
						1,009.62
						1,009.62
Department: 14 - COMMUNITY SERVICES						
Division: 31 - ICE ARENA						
MISSOURI AMERICAN WATER CO	1017-210013831779-06/17/...	07/10/2026	11400 OLDE CABIN RD 05/16...	06-14-31-6254	DFT0012975	1.12
AMERENUE	1801001713-06/17/26	07/10/2026	11400 OLDE CABIN ICE AREN...	06-14-31-6250	DFT0012978	5,191.07
MISSOURI AMERICAN WATER CO	1017-210013831700 6/23/26	07/15/2026	11400 OLDE CABIN RD 05/16...	06-14-31-6254	DFT0013017	1,640.88
JOSHUA A DORSEY	000099	07/16/2026	CLEANING CONTRACT - DRC	06-14-31-6203	3759	500.00
EVELYN GWI	100	07/16/2026	FREESTYLE CAMP WEEK 1	06-14-31-6203	3754	300.00
NOLA KRAUSS	100	07/16/2026	WEEK 1 FREESTYLE CAMP	06-14-31-6203	3772	60.00
AMANDA NAJI	101	07/16/2026	WEEK 2 FREESTYLE CAMP	06-14-31-6203	3742	60.00
KAREN BRANSON	101	07/16/2026	WEEK 2 FREESTYLE CAMP	06-14-31-6203	3761	120.00
CORIN BRASIER	101	07/16/2026	WEEK 2 FREESTYLE CAMP	06-14-31-6203	3748	60.00
LYSSA COBB	101	07/16/2026	WEEK 2 FREESTYLE CAMP	06-14-31-6203	3765	120.00
NOLA KRAUSS	101	07/16/2026	WEEK 2 FREESTYLE CAMP	06-14-31-6203	3772	60.00
EVELYN GWI	101	07/16/2026	WEEK 2 FREESTYLE CAMP	06-14-31-6203	3754	300.00
JOY ELDER	101	07/16/2026	WEEK 2 FREESTLYE CAMP	06-14-31-6203	3760	30.00
NEW SYSTEM LLC	114879	07/16/2026	DRC CLEAING SUPPLIES	06-14-31-7301	3771	1,339.41
VESTIS GROUP INC	6170581467	07/16/2026	MOP & TOWELS DRC	06-14-31-7301	3783	38.29
GRAINGER	9971691911	07/16/2026	SUPPLIES	06-14-31-6212	3755	14.64
US BANK EQUIPMENT FINANCE	585266463	07/20/2026	DCR PRINTER CHARGES 6/20...	06-14-31-6213	DFT0013001	75.40
REP HOLDINGS GROUP LLC	111910	07/22/2026	PROPANE FOR THE OLYMPIA	06-14-31-7307	3793	235.55
NEW SYSTEM LLC	114879-01	07/22/2026	DRC CLEANING SUPPLIES	06-14-31-7301	3791	137.10
MURPHY COMPANY	334731	07/22/2026	LOW GAS PRESSURE OUTSIDE...	06-14-31-6212	3790	759.00
RSC INSURANCE BROKERAGE INC	53454	07/22/2026	FY27 PROPERTY INSURANCE	06-14-31-6226	3795	21,529.02
VESTIS GROUP INC	6170584181	07/22/2026	DRC MOP AND TOWEL	06-14-31-7301	3798	38.29
Division 31 - ICE ARENA Total:						32,609.77
Division: 32 - GOLF MAINTENANCE						
MISSOURI AMERICAN WATER CO	1017-22042295309-06/17/26	07/10/2026	11400 OLDE CABIN RD 05/16...	06-14-32-6254	DFT0012976	17.98
MISSOURI AMERICAN WATER CO	1017-210013831700 6/23/26	07/15/2026	11400 OLDE CABIN RD 05/16...	06-14-32-6254	DFT0013017	4,418.22
HYSPECO INC	00970309	07/16/2026	HYDRO HOSE 45000	06-14-32-6211	3758	133.37
OREILLY AUTOMOTIVE STORES INC	1388-147254	07/16/2026	OIL ABSORBENT	06-14-32-6211	3773	15.74
MTI DISTRIBUTING INC	1528671-00	07/16/2026	HYD MOTOR ASM	06-14-32-6211	3767	706.21
MTI DISTRIBUTING INC	1529257-00	07/16/2026	SEAL KIT FOR MOWER	06-14-32-6211	3767	104.96
KEEVEN BROTHERS INC	17585	07/16/2026	ZOYSIA SOD 4 FWY	06-14-32-6212	3762	2,072.00

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ENERGY PETROLEUM CO	612179	07/16/2026	UNLEADED GAS AND DIESEL	06-14-32-7307	3753	1,657.12
E & G KRAEMER ENTERPRISES INC	71416	07/16/2026	QUINTESENTAL TANK BUFFER..	06-14-32-7303	3752	456.00
GREENSPRO INC	INV0067165	07/16/2026	2 CASES DACONIL ACTION	06-14-32-7303	3756	1,090.00
GREENSPRO INC	INV0067177	07/16/2026	SPRAY DYE	06-14-32-7303	3756	230.00
GREENSPRO INC	INV0067222	07/16/2026	SIGNATURE XTRA STRESSGA...	06-14-32-7303	3756	897.40
HARRELL'S, INC	INV02212486	07/16/2026	SURFACE RX & FOILAR FERT	06-14-32-7303	3757	1,276.44
ADVANCED TURF SOLUTIONS INC	PS26552	07/16/2026	CELERO HERBICIDE	06-14-32-7303	3741	1,572.82
ADVANCED TURF SOLUTIONS INC	PS27033	07/16/2026	TDR 350 MOISTURE METER ...	06-14-32-6212	3741	1,739.44
ATLAS SUPPLY CO INC	S1669443.001	07/16/2026	BATTERY POLE SAW	06-14-32-6212	3745	476.10
BRANNEKY AND SONS	33674/1	07/21/2026	SNAP RING FOR HYDRO FAN ...	06-14-32-6211	DFT0013020	1.59
MERCANTILE COMPANY INC						
SITEONE LANDSCAPE SUPPLY HOLDING LLC	168856978-001	07/22/2026	TURF MARKING PAINT	06-14-32-7301	69693	44.99
RSC INSURANCE BROKERAGE INC	53454	07/22/2026	FY27 PROPERTY INSURANCE	06-14-32-6226	3795	430.27
Division 32 - GOLF MAINTENANCE Total:						17,340.65
Division: 33 - PRO-SHOP						
PATTONVILLE SCHOOL DISTRICT	10104	07/16/2026	GOLF CLUB SCORE CARDS	06-14-33-7304	69677	640.00
VESTIS GROUP INC	6170581467	07/16/2026	MOP & TOWELS DRC	06-14-33-7301	3783	26.98
HORNUNGS PRO GOLF PRODUCTS INC	723134	07/16/2026	TOURNAMENT SUPPLIES	06-14-33-7304	69674	56.95
CALLAWAY GOLF SALES COMPANY	942908104	07/16/2026	GOLF BALLS FOR RESALE	06-14-33-8324	69672	0.72
US BANK EQUIPMENT FINANCE	585266463	07/20/2026	DCR PRINTER CHARGES 6/20...	06-14-33-6213	DFT0013001	75.40
RSC INSURANCE BROKERAGE INC	53454	07/22/2026	FY27 PROPERTY INSURANCE	06-14-33-6226	3795	1,873.57
VESTIS GROUP INC	6170584181	07/22/2026	DRC MOP AND TOWEL	06-14-33-7301	3798	26.98
ALL STAR PRO GOLF	INV44919	07/22/2026	DIVOT TOOLS FOR RESALE G...	06-14-33-7304	3785	327.34
ALL STAR PRO GOLF	INV44919	07/22/2026	DIVOT TOOLS FOR RESALE G...	06-14-33-8324	3785	0.05
Division 33 - PRO-SHOP Total:						3,027.99
Division: 34 - FOOD SERVICES						
PEPSICO BEVERAGE SALES LLC	11657204	07/16/2026	SOFT DRINKS FOR RESALE	06-14-34-8317	69678	763.14
BREAKTHRU BEVERAGE GROUP	127874915	07/16/2026	BEER FOR RESALE	06-14-34-8316	69671	297.09
VESTIS GROUP INC	6170581467	07/16/2026	MOP & TOWELS DRC	06-14-34-7301	3783	21.75
D AND D DISTRIBUTORS LLP	680623	07/16/2026	BEER FOR RESALE	06-14-34-8316	3750	401.30
DEPARTMENT OF REVENUE	LIQ LICENSE FY27	07/16/2026	DRC LIQUOR LICENSE FY27	06-14-34-6202	69673	1.00
DEPARTMENT OF REVENUE	LIQ SUNDAY FY27	07/16/2026	SUNDAY LIQUOR LICENSE	06-14-34-6202	69673	1.00
PEPSICO BEVERAGE SALES LLC	16131410	07/22/2026	SOFTDRINKS FOR RESALE	06-14-34-8317	69691	1,021.45

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
PERFORMANCE FOOD GROUP INC	5239158	07/22/2026	HOT DOGS FOR RESALE	06-14-34-8315	69692	137.88
RSC INSURANCE BROKERAGE INC	53454	07/22/2026	FY27 PROPERTY INSURANCE	06-14-34-6226	3795	342.43
VESTIS GROUP INC	6170584181	07/22/2026	DRC MOP AND TOWEL	06-14-34-7301	3798	21.75
D AND D DISTRIBUTORS LLP	686098	07/22/2026	BEER FOR RESALE	06-14-34-8316	3787	369.70
Division 34 - FOOD SERVICES Total:						3,378.49
Department 14 - COMMUNITY SERVICES Total:						56,356.90
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						57,366.52

Fund: 16 - DEBT SERVICE-POLICE BLDG.

Department: 61 - CIP

Division: 71 - CIP

UMB BANK NA	CCE7-FY27	07/16/2026	FY27 INTEREST GO BOND SRS...	16-61-71-8410	3781	58,112.50
Division 71 - CIP Total:						58,112.50
Department 61 - CIP Total:						58,112.50
Fund 16 - DEBT SERVICE-POLICE BLDG. Total:						58,112.50

Fund: 19 - PUBLIC SAFETY FUND

Department: 21 - POLICE

Division: 23 - PUBLIC SAFETY

MISSOURI AMERICAN WATER CO	1017-220023905711-06/17/...	07/10/2026	350 N NEW BALLAS 05/16/26...	19-21-23-6254	DFT0012977	1,614.40
JOSHUA A DORSEY	000101	07/16/2026	CLEANING CONTRACT - POLI...	19-21-23-6212	3759	875.00
NEW SYSTEM LLC	114890	07/16/2026	PD BUILDING SUPPLIES	19-21-23-6212	3771	1,170.95
POLICE LEGAL SCIENCES INC	14065	07/16/2026	LEGAL UPDATE 18 LESSONS ...	19-21-23-6261	DFT0013007	8,918.00
AUTOMATIC GATE AND DOOR LLC	261390	07/16/2026	SVC CALL-MAIN ENTRANCE ...	19-21-23-6211	3746	300.00
RSC INSURANCE BROKERAGE INC	52174	07/16/2026	FY27 AUTO PHYSICAL DAMA...	19-21-23-6226	3776	20,887.80
AUTHORIZED ELEVATOR	7408	07/16/2026	ELEVATOR EXAMINATION/L...	19-21-23-6211	69670	100.00
AMERENUE	0427008070 6/30/26	07/22/2026	350 N NEW BALLAS POLICE 0...	19-21-23-6250	DFT0013015	8,660.08
NEW SYSTEM LLC	114890-01	07/22/2026	PD BUILDING SUPPLIES	19-21-23-6212	3791	565.75
RSC INSURANCE BROKERAGE INC	53454	07/22/2026	FY27 PROPERTY INSURANCE	19-21-23-6226	3795	33,479.32
WIEGMANN ASSOCIATES	89895	07/22/2026	SVC CALL-A/C CONDENSING ...	19-21-23-6211	3799	665.48
UTILITY ASSOCIATES INC	UAS-49239	07/22/2026	45 BODY CAMERAS/17 IN-CA...	19-21-23-6266	3796	79,159.00
Division 23 - PUBLIC SAFETY Total:						156,395.78
Department 21 - POLICE Total:						156,395.78
Fund 19 - PUBLIC SAFETY FUND Total:						156,395.78
Grand Total:						929,653.35

Report Summary**Fund Summary**

Fund	Payment Amount
01 - GENERAL FUND	613,926.41
02 - CAPITAL IMPROVEMENT FUND	43,852.14
06 - MUNICIPAL ENTERPRISE FUND	57,366.52
16 - DEBT SERVICE-POLICE BLDG.	58,112.50
19 - PUBLIC SAFETY FUND	156,395.78
Grand Total:	929,653.35

Account Summary

Account Number	Account Name	Payment Amount
01-12-10-6201	LEGAL AND ACCOUNTIN...	15,359.10
01-12-11-6203	PROFESSIONAL SERVICES	462.00
01-12-11-6271	MEDICAL SUPPLIES	293.25
01-12-14-6213	OFFICE EQUIPMENT MA...	192.63
01-13-11-6202	TECHNICAL AND PERSO...	1.00
01-13-15-6220	LIABILITY INSURANCE	10,335.00
01-13-15-6222	PUBLIC OFFICIALS LIABIL...	47,998.00
01-13-15-6226	PROPERTY INSURANCE (...)	114,517.59
01-13-15-7312	OFFICE SUPPLIES	749.42
01-13-51-6213	OFFICE EQUIPMENT MA...	1,841.40
01-14-11-6203	PROFESSIONAL SERVICES	59.28
01-14-11-6213	OFFICE EQUIPMENT MA...	75.39
01-16-11-6212	BUILDING AND GROUND...	2,076.85
01-16-11-6250	ELECTRICITY	6,418.81
01-16-11-7308	WEARING APPAREL AND...	12.19
01-2102	FICA WITHHOLDING	47,998.88
01-2103	MEDICARE WITHHOLDI...	11,225.58
01-2104	FEDERAL TAX WITHHOLD..	40,648.22
01-2105	MISSOURI TAX WITHHO...	13,800.00
01-2111	PAYROLL GARNISHMENT	56.48
01-21-11-6202	TECHNICAL AND PERSO...	207,645.78
01-21-11-6203	PROFESSIONAL SERVICES	407.00
01-21-11-6213	OFFICE EQUIPMENT MA...	4,080.12
01-21-11-6253	TELEPHONE. CABLE AND ...	240.36
01-21-11-6261	EDUCATION & TRAINING	1,225.00
01-21-11-6262	DUES MEMBERSHIPS & ...	250.00
01-21-11-7308	WEARING APPAREL AND...	76.68
01-21-11-7314	CRIME PREVENTION SUP...	1,100.00
01-21-21-6202	TECHNICAL AND PERSO...	397.00
01-21-21-6203	PROFESSIONAL SERVICES	11,052.00
01-21-21-6261	EDUCATION & TRAINING	1,225.00

Account Summary

Account Number	Account Name	Payment Amount
01-21-21-6265	TRAVEL & CONFERENCES	180.83
01-21-21-7308	WEARING APPAREL AND...	26.00
01-21-22-6210	VEHICLE MAINTENANCE	1,871.64
01-21-22-6213	OFFICE EQUIPMENT MA...	53.92
01-21-22-6261	EDUCATION & TRAINING	6,300.00
01-21-22-7308	WEARING APPAREL AND...	1,531.10
01-2312	401 - ICMA	597.69
01-2318	ICMA ROTH 457	9,719.80
01-2319	ICMA ROTH IRA	741.89
01-2321	457 - VOYA	962.02
01-2322	457 - ICMA	9,599.08
01-2323	MOST PROGRAM	525.00
01-2324	ICMA LOAN REPAYMENT	184.63
01-31-11-6211	EQUIPMENT MAINTENA...	215.00
01-31-11-6213	OFFICE EQUIPMENT MA...	207.22
01-31-41-6212	BUILDING AND GROUND...	4,216.00
01-31-41-6250	ELECTRICITY	1,469.37
01-31-41-6251	STREET LIGHTING	12,316.16
01-31-41-6254	WATER AND SEWER	881.54
01-31-41-7302	SMALL TOOLS	15.11
01-31-41-7305	STREET & SIDEWALK MA...	481.92
01-31-41-7308	WEARING APPAREL AND...	70.84
01-31-43-6212	BUILDING AND GROUND...	13,080.00
01-31-43-6224	TAPPMAYER HOUSE MA...	116.45
01-31-43-6250	ELECTRICITY	1,249.70
01-31-43-6254	WATER AND SEWER	210.96
01-31-43-7308	WEARING APPAREL AND...	23.62
01-32-11-6203	PROFESSIONAL SERVICES	5,000.00
01-32-11-7307	GASOLINE, PROPANE & ...	18.85
01-32-61-6253	TELEPHONE. CABLE AND ...	240.06
02-61-71-9501	BUILDINGS AND IMPRO...	10,740.14
02-61-71-9510	STREETS	33,112.00
06-14-31-6203	PROFESSIONAL SERVICES	1,610.00
06-14-31-6212	BUILDING AND GROUND...	773.64
06-14-31-6213	OFFICE EQUIPMENT MA...	75.40
06-14-31-6226	PROPERTY INSURANCE (...)	21,529.02
06-14-31-6250	ELECTRICITY	5,191.07
06-14-31-6254	WATER AND SEWER	1,642.00
06-14-31-7301	CHEMICALS & CLEANING	1,553.09
06-14-31-7307	GASOLINE, PROPANE & ...	235.55
06-14-32-6211	EQUIPMENT MAINTENA...	961.87
06-14-32-6212	BUILDING AND GROUND...	4,287.54

Account Summary

Account Number	Account Name	Payment Amount
06-14-32-6226	PROPERTY INSURANCE (...)	430.27
06-14-32-6254	WATER AND SEWER	4,436.20
06-14-32-7301	CHEMICALS & CLEANING	44.99
06-14-32-7303	HORTICULTURAL SUPPLI...	5,522.66
06-14-32-7307	GASOLINE, PROPANE & ...	1,657.12
06-14-33-6213	OFFICE EQUIPMENT MA...	75.40
06-14-33-6226	PROPERTY INSURANCE (...)	1,873.57
06-14-33-7301	CHEMICALS & CLEANING	53.96
06-14-33-7304	GENERAL SUPPLIES	1,024.29
06-14-33-8324	MERCHANDISE-GOLF BA...	0.77
06-14-34-6202	TECHNICAL AND PERSO...	2.00
06-14-34-6226	PROPERTY INSURANCE (...)	342.43
06-14-34-7301	CHEMICALS & CLEANING	43.50
06-14-34-8315	SANDWICHES AND HOT ...	137.88
06-14-34-8316	BEER	1,068.09
06-14-34-8317	COFFEE,TEA & SOFT DRI...	1,784.59
06-1625	GOLF BALLS	753.12
06-1631	GOLF INVENTORY-MISC.	256.50
16-61-71-8410	DEBT INTEREST PAYMENT	58,112.50
19-21-23-6211	EQUIPMENT MAINTENA...	1,065.48
19-21-23-6212	BUILDING AND GROUND...	2,611.70
19-21-23-6226	PROPERTY INSURANCE (...)	54,367.12
19-21-23-6250	ELECTRICITY	8,660.08
19-21-23-6254	WATER AND SEWER	1,614.40
19-21-23-6261	EDUCATION & TRAINING	8,918.00
19-21-23-6266	EQUIPMENT RENTAL	79,159.00
Grand Total:		929,653.35

Project Account Summary

Project Account Key	Payment Amount
None	885,801.21
111E	10,740.14
18702E	99.00
19701E	15,013.00
613E	18,000.00
Grand Total:	929,653.35

CITY OF CREVE COEUR



MEMORANDUM

Date: July 1, 2026
To: Kris Simpson, City Administrator
From: Tom Delia, Project Manager - Engineering
CC: Dione Garson, Assistant Director of Public Works
Jay Lancaster, Director of Public Works
Subject: MSD Easement at Lake School Park

Staff Recommendation

Staff is requesting City Council's acceptance of the MSD sewer easement as shown and as described on Exhibit A and Council's authorization for City officials to execute the necessary documents within Lake School Park located at 581 Coeur De Ville Drive, Creve Coeur, MO.

Project Funding

There is a nominal receipt of \$1.00 for these easements.

Background

As part of the overall Lake School Park Improvements, the City submitted engineering plans to MSD for review, approval and permit issuance. MSD's research concluded that an existing sanitary sewer that runs in an east-west direction along the north side of the property was not in an easement and/or the easement was not recorded at the time when this sanitary sewer was installed. MSD is requiring that an easement be provided over this sanitary sewer.

Schedule/Timeline

Easement would be recorded this year.

Attachments

Exhibit A: Easement Documents

BILL NO. 6222

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF SEWER EASEMENT FOR THE METROPOLITAN ST. LOUIS SEWER DISTRICT AT LAKE SCHOOL PARK.

WHEREAS, the Metropolitan Sewer District (MSD) has facilities in Lake School Park without an easement; and

WHEREAS, MSD requires that the City provide the sewer easement prior to the City completing the 2026 construction improvements at Lake School Park; and

WHEREAS, creation of the sewer easement will provide a public benefit; and

WHEREAS, Public Works staff has found this easement and MSD's request to be fair and reasonable.

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

Section 1: The Easement Agreement between the Metropolitan St. Louis Sewer District and the City, attached hereto as "Exhibit A," is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The Agreement as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this 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 Easement Agreement.

Section 2: This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2026.

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC, CITY CLERK

EXHIBIT A

3-INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: **EASEMENT**

DATE OF DOCUMENT: **06/12/2026**

GRANTOR: **CITY OF CREVE COEUR
300 NORTH NEW BALLAS RD.
ST. LOUIS, MO 63141**

GRANTEE: **METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD)
2350 MARKET ST.
ST. LOUIS, MO 63103**

PROPERTY ADDRESS: **581 COEUR DE VILLE DRIVE
CREVE COEUR, MO 63141**

COUNTY LOCATOR #: **170240592**

CITY OF ST. LOUIS PARCEL #: **N/A**

CITY/MUNICIPALITY: **CREVE COEUR, MISSOURI**

LEGAL DESCRIPTION: **PART OF LOT 16 OF LAKE HOUSE FARM SUBDIVISION,
PER PLAT BOOK 9, PAGE 74
CITY OF CREVE COEUR, STATE OF MISSOURI**

Plotted by April Votrain on May 22, 2026 at 12:18:45 PM
P:\2022\221388.002\4 CADD - DWG\4.6 Surv\221388.002-ESMT-EXHIBIT.dwg

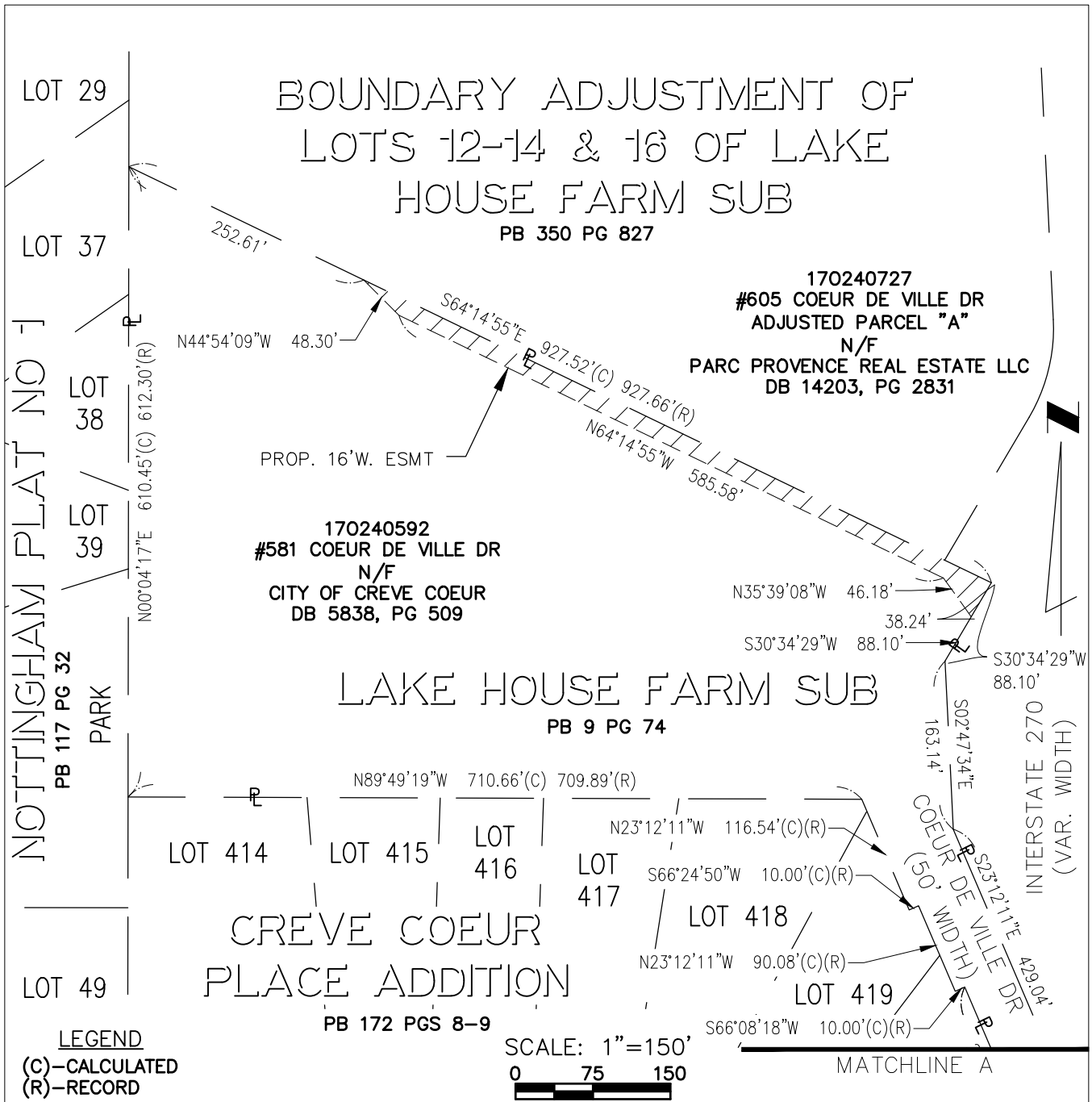


EXHIBIT "A"

SHEET 1 OF 2

INITIAL:

DATE SIGNED: 5/26/26

EASEMENT EXHIBIT
PART OF LOT 16 OF LAKE HOUSE FARM
SUBDIVISION, PER PLAT BOOK 9, PAGE 74
CITY OF CREVE COEUR, STATE OF MISSOURI

THOUVENOT, WADE & MOERCHEN, INC.

3701 S. LINBERGH BLVD, SUITE 100
ST LOUIS, MISSOURI 63127-1372
TEL: (314) 241-6300
CERTIFICATE OF AUTHORITY #001528

[Signature]
JOSHUA A. SAUNDERS, P.L.S.



NO. 2019015190

EXP: 12/31/27

5/26/26

00105-01-170240592-[E]

LAKE SCHOOL PARK IMPROVEMENTS PHASE 1 (00105)

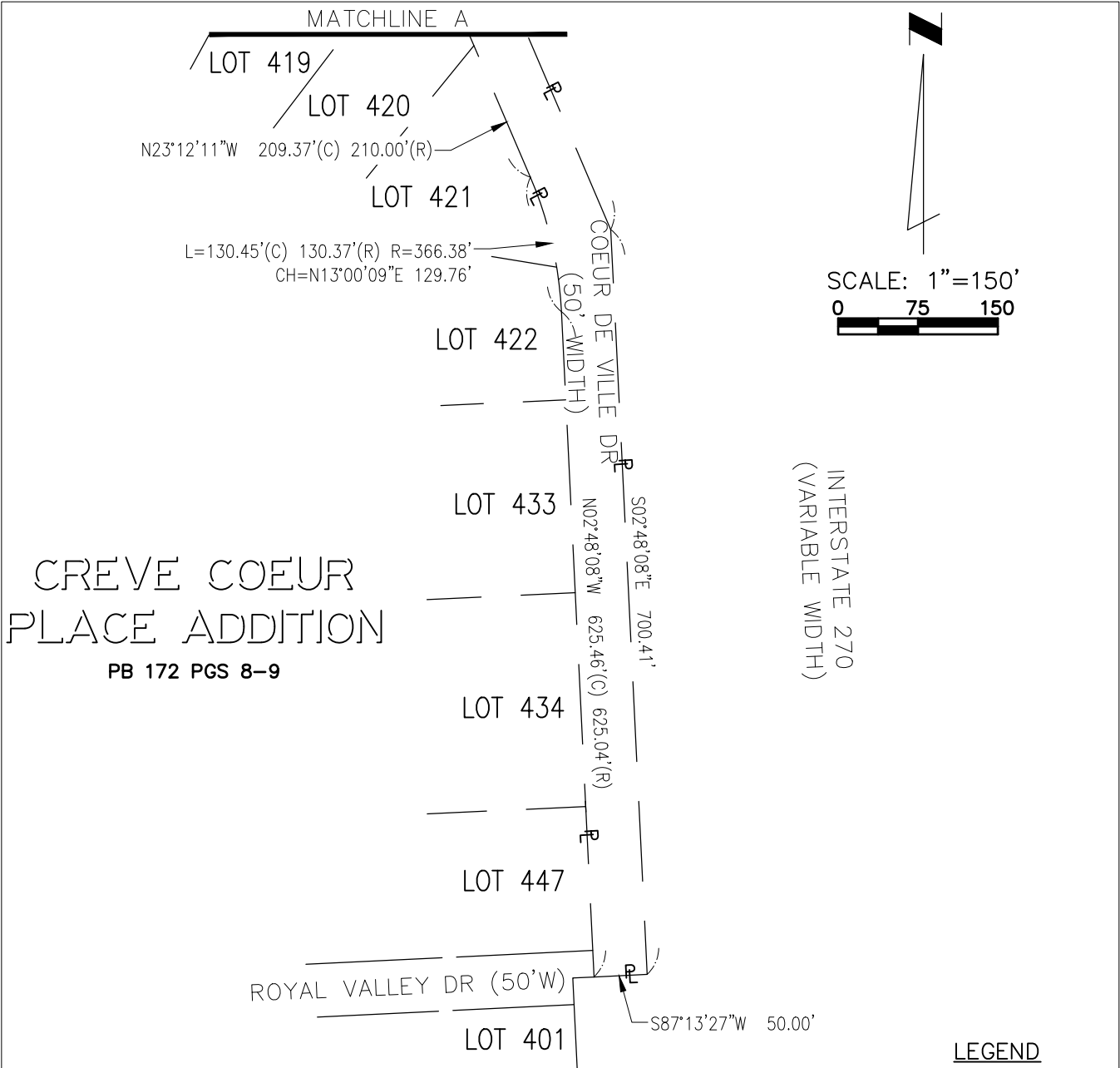


EXHIBIT "A" SHEET 2 OF 2 INITIAL:

DATE SIGNED: 5/26/26

EASEMENT EXHIBIT
PART OF LOT 16 OF LAKE HOUSE FARM
SUBDIVISION, PER PLAT BOOK 9, PAGE 74
CITY OF CREVE COEUR, STATE OF MISSOURI

THOUVENOT, WADE & MOERCHEN, INC.

3701 S. LINBERGH BLVD, SUITE 100
ST LOUIS, MISSOURI 63127-1372
TEL: (314) 241-6300
CERTIFICATE OF AUTHORITY #001528

JOSHUA A. SAUNDERS, P.L.S.



NO. 2019015190

EXP: 12/31/27

E A S E M E N T

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that the City of Creve Coeur, Missouri, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Exhibit" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, replace, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

In each instance, upon completion of work in the easement area, Grantee shall, at its sole cost and expense, use commercially reasonable efforts to restore the easement area and any other portions of Grantor's property disturbed by such work to the same or like condition as existed immediately prior to commencement of the work. Such restoration shall include, without limitation, replacing concrete or asphalt pavement located with the easement area that is removed or damaged and/or regrading, leveling, and placement of topsoil, as well as resodding or reseeding any lawn areas within the easement area that may be disturbed during the course of any work contemplated or permitted by this Easement. Notwithstanding the foregoing, trees, shrubs, and plants within the easement area may be removed and not replaced. Except in the event of emergency, and then only for the duration thereof, at no time shall Grantee's exercise of rights under this Easement interfere with Grantor's and the public's access to and use of Grantor's property other than the easement area and any adjacent working room.

IN WITNESS WHEREOF, the said City of Creve Coeur has caused these presents to be signed by its _____ this ____ day of _____, 2026.

By: _____

Kris Simpson, City Administrator
City of Creve Coeur

Attest:

Kellie Henke, City Clerk
City of Creve Coeur

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

On this ____ day of _____, 2026, before me appeared _____
_____, to me personally known, who being by me duly sworn,
did say he/she is _____ of the City of Creve Coeur and that said instrument was
signed in behalf of said corporation by authority of its Board of _____, and said
_____ acknowledged said instrument to be the
free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day
and year first above written.

My Commission expires _____.

MSD/ENG. 3.10 – Corp - Standard Esmt.

— Kellie Henke, Notary Public

CITY OF CREVE COEUR



MEMORANDUM

Date: July 1, 2026
To: Kris Simpson, City Administrator
From: Tom Delia, Project Manager - Engineering
CC: Dione Garson, Assistant Director of Public Works
Jay Lancaster, Director of Public Works
Subject: MSD Easement at Lake School Park

Staff Recommendation

Staff is requesting City Council's acceptance of the MSD sewer easement as shown and as described on Exhibit A and Council's authorization for City officials to execute the necessary documents within Lake School Park located at 581 Coeur De Ville Drive, Creve Coeur, MO.

Project Funding

There is a nominal receipt of \$1.00 for these easements.

Background

As part of the overall Lake School Park Improvements, the City submitted engineering plans to MSD for review, approval and permit issuance. MSD's research concluded that an existing sanitary sewer that runs in an east-west direction along the north side of the property was not in an easement and/or the easement was not recorded at the time when this sanitary sewer was installed. MSD is requiring that an easement be provided over this sanitary sewer.

Schedule/Timeline

Easement would be recorded this year.

Attachments

Exhibit A: Easement Documents

CITY OF CREVE COEUR



MEMORANDUM

Date: July 8, 2026
To: Kris Simpson, City Administrator
From: Kevin Mulligan, Civil Engineer
CC: Jay Lancaster, Director of Public Works
Dione Garson, Assistant Director of Public Works
Subject: Recommendation to transfer Right-of-Way to MoDOT, Olive Blvd & N. New Ballas Rd

Staff Recommendation

City staff recommends transferring right-of-way from the City of Creve Coeur to the Missouri Department of Transportation (MoDOT). The subject right-of-way is located in the southeast corner of N. New Ballas Road at Olive Boulevard. The light orange shaded area on Exhibit A shows the areas of right-of-way to be transferred to MoDOT.

Background

MoDOT has an ongoing project to improve the sidewalks on Olive Boulevard east of I-270. During project planning, MoDOT staff found that right-of-way in the southeast corner of N. New Ballas Road at Olive Boulevard, in the right turn lane from northbound N. New Ballas to eastbound Olive Blvd had been dedicated to the City in 1997. Because MoDOT is responsible for maintaining sidewalk along Olive Boulevard, staff believes it is appropriate and efficient to transfer this right-of-way to MoDOT.

Attachments Right-of-Way Dedication Plat

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE TRAFER OF RIGHT OF WAY AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH NEW BALLAS ROAD AND OLIVE BOULEVARD TO THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION.

WHEREAS, the Missouri Department of Transportation (MODOT) has plans to improve Olive Boulevard including within the City of Creve Coeur, and

WHEREAS, MODOT has requested that the City transfer without compensation certain right of way at the southeast corner of the intersection of North New Ballas Road and Olive Boulevard to the Missouri Highway and Transportation Commission to facilitate that project, being approximated 761 square feet, as depicted in **Exhibit A** attached hereto;

WHEREAS, the City Council has determined that it is the public interest to facilitate MODOT's project and to fulfill its request;

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

SECTION 1: The City Administrator is hereby authorized to execute a Quitclaim Deed substantially in the form attached hereto as **Exhibit B** to transfer the right of way described therein located at the southeast corner of the intersection of North New Ballas Road and Olive Boulevard to the Missouri Highway and Transportation Commission, with such changes as he may determine to be necessary and proper to achieve the transaction herein described and consistent herewith, and the City Clerk is authorized to attest thereto. The City Administrator and his designees are further authorized to take such actions as may be necessary to consummate the transaction herein authorized.

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

ADOPTED THIS __ DAY OF _____, 2026.

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS __ DAY OF _____, 2026.

BILL NO. 6223

ORDINANCE NO. _____

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

CCO FORM: RW02
Approved: 06/93 (TLP)
Revised: 03/23 (JDS)
Modified:

COUNTY: Saint Louis
ROUTE: 340
PROJECT: SL0076B
FED. PROJECT: _____
PARCEL: 09

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 20____, between **City of Creve Coeur, Missouri**, of the County of Saint Louis, State of Missouri, (hereinafter, "Grantor"), and the STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, (hereinafter, "Grantee").

GRANTOR(S)' ADDRESS: 300 North New Ballas Road, Saint Louis, MO 63141

GRANTEE'S ADDRESS: 105 W. Capitol Avenue, Jefferson City, MO 65102

WITNESSETH:

The said Grantor, in consideration of the sum of **ONE DOLLARS (\$1.00)**, to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release, and forever QUITCLAIM unto said Grantee, its successors and assigns, the real estate and interests in real estate in the County of Saint Louis, State of Missouri, and described as follows:

A tract of land being part of the Property now or formerly conveyed to Creve Coeur Plaza Assoc. LLC as described in Deed Book 14944 Page 3147 and part of the Permanent Easement area noted in paragraph 1 and shown as cross-hatching in Exhibit A in Deed Book 11156 Page 1649 of the St. Louis County Records located in Section 3 Township 45 North Range 5 East of the 5th Principal Meridian and being more particularly described in Exhibit 1.

This conveyance includes all the realty and realty rights described in Exhibit A that lie within the limits of tracts of land described and recorded with the St. Louis County Recorder Deeds in Book 14944 at Page 3147.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first written above.

City of Creve Coeur, Missouri

Kris Simpson, City Administrator

ACKNOWLEDGMENT BY CITY

STATE OF _____)
)
COUNTY OF _____) SS

On this ____ day of _____, 20__, before me appeared Kris Simpson personally known to me, who being by me duly sworn, did say that he/she is the City Administrator of the City of Creve Coeur, Missouri and that the foregoing instrument was signed and sealed on behalf of the City of Creve Coeur and that he/she acknowledged said instrument to be the free act and deed of the City of Creve Coeur, Missouri and that it was executed for the consideration stated therein and no other.

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

Notary Public
[Place SEAL under signature]

My Commission Expires:

Title <i>(name or identification of project)</i>		County	
JSL0076B		St. Louis	
Parcel 9		City <i>(if applicable)</i>	State
Property Acquisition		Creve Coeur	MO
Permanent Sidewalk Easement		Date Prepared	Sheet
Licensee Name <i>(sole proprietor, partnership, corporation, LLC, or government)</i>		7-07-2026	1 of 5
Missouri Highways and Transportation Commission		Professional Surveyor Name <i>(print)</i>	
105 West Capital, Jefferson City, MO 65102		Patrick Bowman	
		Discipline	
888-ASK MODOT (888)275-6636		Professional Land Surveyor	
		License or Certificate of Authority No.	
		MO #	2000147873
Professional Surveyor <i>(Signature)</i>		Date	
		7/07/2026	

STATE OF MISSOURI
 PATRICK E. BOWMAN
 NUMBER
 LS2000147873
 PROFESSIONAL LAND SURVEYOR

Only the following property description contained in this "EXHIBIT" is authenticated by this seal.

Parcel 9 – Property Acquisition

A tract of land being part of the Property now or formerly conveyed to Creve Coeur Plaza Assoc. LLC as described in Deed Book 14944 Page 3147 and part of the Permanent Easement area noted in paragraph 1 and shown as cross-hatching in Exhibit A in Deed Book 11156 Page 1649 of the St. Louis County Records located in Section 3 Township 45 North Range 5 East of the 5th Principal Meridian and being more particularly described as follows:

Commencing at the Southeast Corner of said Property described in Deed Book 14944 Page 3147 also being the intersection of the North Boundary Line of Studt Ave. having a variable width and the West Boundary Line of Will Ave. 40' Wide; thence leaving said Southeast Corner and along the West Boundary Line of Will Ave. North 00 degrees 14 minutes 49 seconds East for a distance of 678.42 feet to a point on the South Boundary Line of Missouri State Route 340 also known as Olive Street Rd. having a variable width and also being the Northeast Corner of said Property described in Deed Book 14944 Page 3147, said point being 56.11 feet right of and radial to Centerline Line Station 133+38.16 of the hereinafter described Centerline of said Missouri State Route 340; thence leaving the West Boundary Line of Will Ave. and along the South Boundary Line of Missouri State Route 340 along a non-tangent curve to the right having a radius of 1004.83 feet an arc length of 73.04 feet and a chord bearing and distance of North 81 degrees 23 minutes 28 seconds West 73.02 feet to a point being 53.12 feet right of and radial to Centerline Station 132+68.78; thence North 79 degrees 18 minutes 31 seconds West for a distance of 140.51 feet to a point being 52.10 feet right of and perpendicular to Centerline Station 131+30.35; thence along a curve to the right having a radius of 2914.93 feet an arc length of 72.58 feet and a chord bearing and distance of North 78 degrees 35 minutes 43 seconds West 72.58 feet to the **True Point of Beginning** of the tract of Land being described hereon, said True Point being 52.16 feet right of and radial to Centerline Station 130+59.07; thence continuing along a curve to the right having a radius of 2914.93 feet an arc length of 41.30 feet and a chord bearing and distance of North 77 degrees 28 minutes 34 seconds West 41.30 feet to a point being 52.19 feet right of and radial to Centerline Station 130+18.50; thence leaving the South Boundary Line of Missouri State Route 340 South 52 degrees 34 minutes 15 seconds West for a distance of 12.73 feet to a point on the East Boundary Line of New Ballas Rd. having a variable width said point being 62.01 feet right of and radial to Centerline Station 130+10.56; thence along the East Boundary Line of New Ballas Rd. South 02 degrees 06 minutes 51 seconds West for a distance of 18.12 feet to a point being 79.81 feet right of and radial to Centerline Station 130+13.93 thence leaving the East Boundary Line of New Ballas Rd. South 86 degrees 18 minutes 54 seconds East for a distance of 18.01 feet to a point being 76.92 feet right of and radial to Centerline Station

130+31.23; thence along a non-tangent curve to the right having a radius of 60.29 feet an arc length of 38.37 feet and a chord bearing and distance of North 61 degrees 25 minutes 05 seconds East 37.73 feet to the point of beginning and containing 761 square feet more or less.

Parcel 9 – Permanent Sidewalk Easement

A tract of land being part of the Property now or formerly conveyed to Creve Coeur Plaza Assoc. LLC as described in Deed Book 14944 Page 3147 and part of the Permanent Easement area noted in paragraph 1 and shown as cross-hatching in Exhibit A in Deed Book 11156 Page 1649 of the St. Louis County Records located in Section 3 Township 45 North Range 5 East of the 5th Principal Meridian and being more particularly described as follows:

Commencing at the Southeast Corner of said Property described in Deed Book 14944 Page 3147 also being the intersection of the North Boundary Line of Studt Ave. having a variable width and the West Boundary Line of Will Ave. 40' Wide; thence leaving said Southeast Corner and along the West Boundary Line of Will Ave. North 00 degrees 14 minutes 49 seconds East for a distance of 662.14 feet to the **True Point of Beginning** of the tract of Land being described hereon; said True Point being 72.35 feet right of and radial to Centerline Station 133+39.25 of the hereinafter described Centerline of said Missouri State Route 340; thence North 00 degrees 14 minutes 49 seconds East for a distance of 16.28 feet a point on the South Boundary Line of Missouri State Route 340 also known as Olive Street Rd. having a variable width and also being the Northeast Corner of said Property described in Deed Book 14944 Page 3147, said point being 56.11 feet right of and radial to Centerline Line Station 133+38.16 ;thence leaving the West Boundary Line of Will Ave. and along the South Boundary Line of Missouri State Route 340 along a non-tangent curve to the right having a radius of 1004.83 feet an arc length of 73.04 feet and a chord bearing and distance of North 81 degrees 23 minutes 28 seconds West 73.02 feet to a point being 53.12 feet right of and radial to Centerline Station 132+68.78; thence North 79 degrees 18 minutes 31 seconds West for a distance of 140.51 feet to a point being 52.10 feet right of and radial to Centerline Station 131+30.35; thence along a curve to the right having a radius of 2914.93 feet an arc length of 72.58 feet and a chord bearing and distance of North 78 degrees 35 minutes 43 seconds West 72.58 feet to a point being 52.16 feet right of and radial to Centerline Station 130+59.07; thence leaving the South Boundary Line of Missouri State Route 340 along a curve to the left having a radius of 60.29 feet an arc length of 38.37 feet and a chord bearing and distance of South 61 degrees 25 minutes 05 seconds West 37.73 feet to a point being 76.92 feet right of and radial to Centerline Station 130+31.23;

thence South 45 degrees 01 minutes 48 seconds East for a distance of 9.0 feet to a point being 81.73 feet right of and radial to Centerline Station 130+38.63; thence along a non-tangent curve to the right having a radius of 50.48 feet an arc length of 36.53 feet and a chord bearing and distance of North 65 degrees 42 minutes 18 seconds East 35.74 feet to a point being 60.43 feet right of and radial to Centerline Station 130+66.63; thence North 03 degrees 33 minutes 36 seconds West for a distance of 2.0 feet to a point being 58.50 feet right of and radial to Centerline Station 130+66.11; thence along a non-tangent curve to the right having a radius of 51.50 feet an arc length of 13.73 and a chord bearing and distance of South 85 degrees 55 minutes 28 seconds East 13.69 feet to a point being 56.64 feet right of and radial to Centerline Station 130+79.40; thence along a curve to the left having a radius of 2919.43 feet an arc length of 51.96 feet and a chord bearing and distance of South 78 degrees 47 minutes 55 seconds East 51.96 feet to a point being 56.60 feet right of and radial to Centerline Station 131+30.35; thence South 79 degrees 18 minutes 31 seconds East for a distance of 140.51 feet to a point being 57.62 feet right of and radial to Centerline Station 132+68.59; thence along a curve to the left having a radius of 1009.33 feet an arc length of 54.0 feet and a chord bearing and distance of South 80 degrees 50 minutes 29 seconds East 54.0 feet to a point being 59.87 feet right of and radial to Centerline Station 133+19.69; thence along a curve to the right having a radius of 21.62 feet an arc length of 24.37 feet and a chord bearing and distance of South 50 degrees 05 minutes 25 seconds East 23.10 feet to a point being 73.12 feet right of and radial to Centerline Station 133+37.49; thence North 72 degrees 11 minutes 37 seconds East for a distance of 2.04 feet to the point of Beginning and containing 1,738 square feet more or less.

Centerline of Missouri State Route 340 Project #JSL0076B

Commencing at a found Iron Pipe LS#14d on the West Boundary Line of New Ballas Rd at the Point of Curvature being 69.94 feet South of the Northeast Corner of Lot B of the Boundary Adjustment plat of Lots 3 and 4 of Studt's Home Place and Part of Lot 7 of the Lake House Farm Subdivision and part of Vacated Decker Lane Recorded in Plat Book 345 Page 557 of the St. Louis County Records; thence North 03 degrees 33 minutes 27 seconds West for a distance of 265.11 feet to Centerline Station 129+00 of Missouri State Route 340 as established for Project #JSL0076B and being the **True Point of Beginning** of said Centerline being described hereon; thence along a curve to the left having a radius of 2864.95 feet an arc length of 230.65 feet a chord bearing and distance of South 76 degrees 57 minutes 47 seconds East 230.59 feet to Centerline Station PT 131+30.65 Back = 131+30.95 Forward; thence South 79 degrees 16 minutes 10 seconds East a distance of 90.51 feet to Centerline Station PC 132+21.46; thence along a curve to the left having a Delta of 25 degrees 18 minutes 00 seconds a radius of 1052.12 feet an arc length of 464.58 feet to Centerline Station PT 136+86.04 Back = 136+89.97 Forward; thence North 75 degrees 25 minutes 50 seconds East for a distance of 10.03 feet to Centerline Station 137+00 and being the end of said Centerline being

described. And from which a found Iron Rod LS #266D at the Southeast Corner of Lot B of Marriott Courtyard Plaza Plat 2 Recorded in Plat Book 366 Page 251 of the St. Louis County Records bears North 10 degrees 42 minutes 26 seconds West 200.26 feet from said Centerline Station 137+00.

Bearings used for this description are based on Grid North of the Missouri Coordinate System of 1983



DANIEL T. O'LEARY
RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL
CLAYTON, MO 63105

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

TYPE OF INSTRUMENT: DEDI GRANTOR: CREVE COEUR PLZ ASSOCIATES TO: CITY OF CREVE COEUR MO GRANTEE:

PROPERTY DESCRIPTION: STUDDS HOME PLACE LOT PT 3

Lien Number

Notation

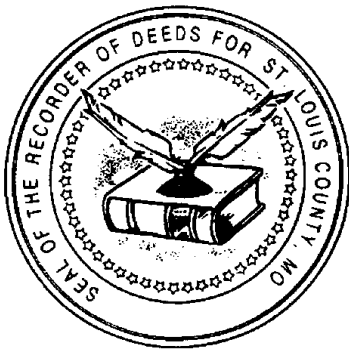
Document Number
990

Locator

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 7 pages, (this page inclusive), was filed for record in my office on the 7 day of May 1997 at 04:21 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.



Daniel R O'Leary
Recorder of Deeds
St. Louis County, Missouri

E.B. White
Deputy Recorder

RECORDING FEE \$33.32

(Paid at the time of Recording)

____ N.P.
____ N.P.C
____ N.N.C.
____ N.N.I.

Mail to:

City of Creve Coeur
300 N. New Ballas
Creve Coeur Mo
ATT P. Galli 63141

Destination code:

M

Do Not Remove This Page

B-11156 P-1649/1655

RIGHT OF WAY DEDICATION

THIS INDENTURE made and entered into this 21st day of March, 1997, between CREVE COEUR PLAZA ASSOCIATES, a Missouri partnership ("Grantor") and CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141-7533 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and No/100 (\$1.00) and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, publicly convey, grant and dedicate unto Grantee:

1. A permanent easement to improve, construct, repair and maintain roadway improvements, utilities, sewers and sidewalks in and upon the following described premises situated in the County of St. Louis, and State of Missouri, to wit: all the real estate indicated by cross-hatching (////////) on the plat attached hereto as **Exhibit A** and hereby made a part of this Indenture; and

2. A temporary easement and right of way in, upon, over and across the following described premises situated in the County of St. Louis, and State of Missouri, to wit: all the real estate indicated by cross-hatching (////////) on the plat attached hereto as **Exhibit B** and hereby made a part of this Indenture, for a specified period, beginning with the date hereof and ending thirty (30) months from the date hereof, said temporary easement to include the right to borrow and/or deposit fill, spoil and waste material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the widening of North New Ballas Road, together with the right to trim, cut, fell and remove vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to Grantor, its heirs and assignees, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired.

TO HAVE AND TO HOLD said easements unto CITY OF CREVE COEUR, MISSOURI, and to its assigns and successors forever.

Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it shall forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Grantee does hereby covenant with Grantor that it shall defend, indemnify and save harmless Grantor, its partners, employees, agents and representatives from all actions, demands, claims and liabilities of any kind, including attorney's fees and expenses of litigation, arising directly or indirectly out of the use or enjoyment by Grantee of the temporary easement rights granted hereby.

All provisions of this Indenture, including the benefits and the burdens, run with the real estate depicted on **Exhibit A** and on **Exhibit B**, and are binding upon and inure to the heirs, successors, assigns and executors of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents the day and year first above written.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

CREVE COEUR PLAZA ASSOCIATES,
A Missouri Partnership

By: MARTIN-SUNDBERG, A Missouri General
Partnership and managing General Partner
of Creve Coeur Plaza Associates

By: *T.R.P. Martin*
T.R.P. Martin, Partner of Martin-Sundberg

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

On this 13 day of March, 1997, before me appeared T.R.P. Martin, to me personally known, who being by me duly affirmed did say that he is Partner of MARTIN-SUNDBERG, a Missouri General Partnership and a General Partner of CREVE COEUR PLAZA ASSOCIATES, a Missouri Partnership, and that the foregoing instrument was signed on behalf of said MARTIN-SUNDBERG by authority of all of its partners and was signed on behalf of said CREVE COEUR PLAZA ASSOCIATES by authority of all of its partners, and said T.R.P. Martin acknowledged said instrument to be the free act and deed of said partnerships and said partnerships have no seal.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Rita E. Speckmeyer
Notary Public

RYA E SPECKMEYER
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. NOV. 13, 1998



GRANTEE:

THE CITY OF CREVE COEUR, MISSOURI

(SEAL)

By Michael McDowell
Michael McDowell
City Administrator

ATTEST:

Lakenna Collins
Printed Name: Lakenna Collins
City Clerk

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

On this 21 day of March, 1997, before me appeared Michael McDowell, to me personally known to be the City Administrator of the City of Creve Coeur, Missouri, a municipal corporation organized and existing under the laws of the State of Missouri, and the person described in and who executed the foregoing instrument by authority of its City Council and acknowledged that he executed the same as his free act and deed on behalf of said City.

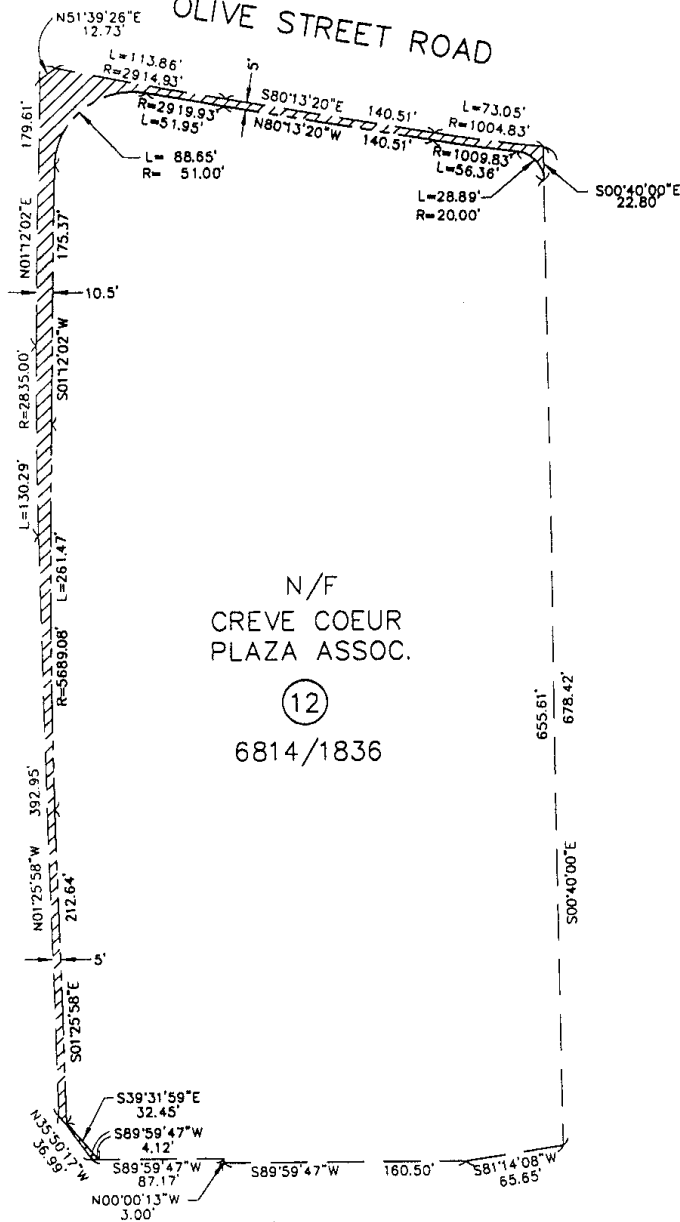
In Testimony Whereof, I have hereunto set my hand and affixed by official seal in the City and State aforesaid, the day and year first above written.

Rita J. Langford
Notary Public Rita J. Langford

NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPI. AUG. 29, 1997

NEW BALLAS ROAD

OLIVE STREET ROAD



SCALE: 1"=100'



AREA OF PROPOSED RIGHT OF WAY 7948 SQ. FT.

EXHIBIT "A"

INITIAL:

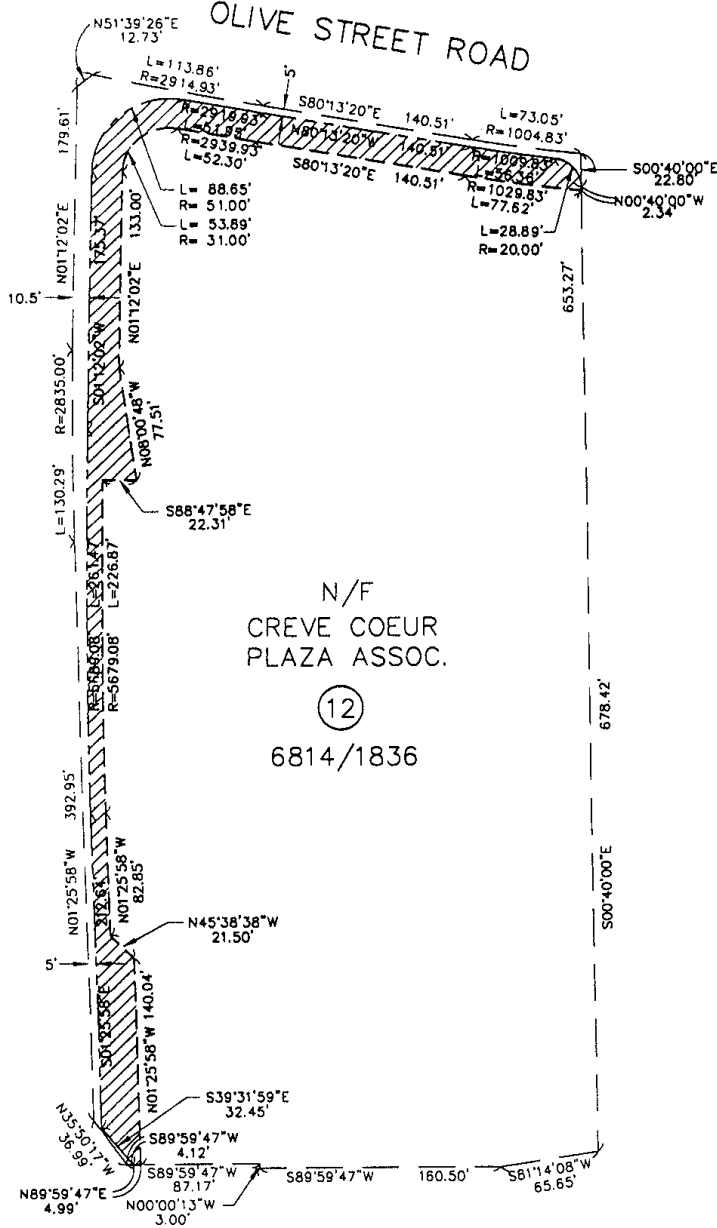
RIGHT OF WAY DEDICATION EXHIBIT

PARTS OF LOT 3 OF STUDDT'S HOME PLACE, ALL OF LOTS 5
6, 7, 8, 9, 14, 15, 16, AND PART OF LOTS 1, 2, 10, AND 11 OF
STUDDT'S HEIGHT NO. 2
CREVE COEUR, MISSOURI

CRWDED11

NEW BALLAS ROAD

OLIVE STREET ROAD



SCALE: 1"=100'

N/F
CREVE COEUR
PLAZA ASSOC.

(12)

6814/1836



AREA OF PROPOSED EASEMENT 18,013 SQ. FT.

EXHIBIT "A" "B"

INITIAL:

EASEMENT DEDICATION EXHIBIT

PARTS OF LOT 3 OF STUDDT'S HOME PLACE, ALL OF LOTS 5
6, 7, 8, 9, 14, 15, 16, AND PART OF LOTS 1, 2, 10, AND 11 OF
STUDDT'S HEIGHT NO. 2
CREVE COEUR, MISSOURI



MEMORANDUM

DATE: July 23, 2026
TO: Mayor and City Council
FROM: Kris Simpson, City Administrator
CC:
SUBJECT: General Obligation Bond Ballot Proposition Ordinance

RECOMMENDATION:

Staff recommends the City Council move to approve the attached ordinance calling for a special bond election on November 3, 2026. This action authorizes the City to place Proposition S on the ballot - asking voters to approve \$14 million in general obligation bonds to fund the construction of a new Government Center without increasing the City's current debt service tax rate (\$0.082 per \$100 assessed value).

This proposal was presented to the Finance Committee and received the committee's positive recommendation.

BACKGROUND INFORMATION:

For over ten years the City has evaluated long-term facility needs for city operations. Following a voter-approved general obligation bond issue in 2017, the Police Department moved into a modern police building in 2019. Since then, the remaining city staff has occupied roughly half of the existing Government Center.

The current facility is deteriorating as it reaches 75 years old. Multiple feasibility studies have concluded that renovating the structure would cost as much as a new building, while carrying significant drawbacks and none of the benefits of new construction.

PROJECT FUNDING:

For the past several years, the City has proactively set aside funds to pay for a substantial portion of a new facility. As of the beginning of FY 2027, the City has set aside \$9 million, and plans to set aside an additional \$1 million at the start of the next fiscal year.

Over the past three months, staff worked with Archimages (Architect) and Navigate Building Solutions (Construction Manager/Owner's Representative) to update the space needs program and building layout. Based on this work, Navigate finalized a comprehensive cost estimate in July 2026 totaling \$23,979,8000, broken down as follows:

Category	Estimated Cost
General construction and demolition	\$16,723,028
Permits, utility work	\$261,888
Furniture and fixtures	\$568,800
Professional services (architect, owner's rep., geotech., others)	\$2,223,225
Technology (beyond what's included in Gen. Construction)	\$150,000
Temporary office lease	\$513,333
Financing / Legal costs	\$354,381
Construction contingency (15%)	\$2,508,454
Other misc costs (moving, abatement)	\$175,000
Escalation (3%)	\$501,691
TOTAL	\$23,979,800

After applying the City's \$10 million cash contribution, the remaining project balance is \$13,979,800. Staff recommends requesting voter approval for \$14 million in general obligation bonds to cover the balance.

GENERAL OBLIGATION BOND INFORMATION:

General obligation bonds are low-interest municipal loans backed by the city's taxing power. They offer low borrowing costs because municipal bond interest is exempt from federal and state income taxes. Additionally, while it is not guaranteed, staff reasonably expects the City to receive another AAA credit rating which would command the lowest possible market interest rates.

ZERO-RATE-CHANGE

The City currently levies a \$0.082 per \$100 of assessed valuation property tax dedicated to repaying the 2017 Police Station general obligation bonds (scheduled to mature in 2033). This rate costs the owner of a \$400,000 home \$62 per year in property taxes. If voters approve Proposition S in November 2026, the 2017 bonds will be retired and replaced by the new Government Center bonds, likely issued in Spring 2027 for up to a 20-year term.

Financial analysis conducted by the City’s municipal financial advisor, Stifel, confirms that the new bonds can be issued as a zero-rate-change measure, maintaining the current debt service levy at \$0.082. This analysis assumes conservative but realistic growth in Creve Coeur’s assessed value, and reasonable changes to current market conditions (such as an increase in interest rates between today and March 2027). In the event that reality ends up much worse than these conservative assumptions, Stifel’s modeling indicates that any potential future debt service levy increase would be limited to fractions of a cent (e.g., \$0.086), if one was necessary at all. Were this to occur, the cost difference to the owner of a \$400,000 home would be about \$3 per year.

BALLOT LANGUAGE (PROPOSITION S)

The attached ordinance establishes the ballot title and question for the November 3, 2026 election:

PROPOSITION S

Shall the City of Creve Coeur, Missouri, issue its general obligation bonds in an amount not to exceed \$14,000,000 for the purpose of demolishing the existing 75-year-old Government Center and designing, constructing, furnishing, and equipping a new Government Center on the same property? If this proposition is approved, the debt service levy of the city is expected to remain unchanged at the current levy of \$0.082 per one hundred dollars assessed valuation of real and personal property.

PROJECT SCHEDULE:

- **August 25, 2026:** Deadline for the City Clerk to notify the Board of Election Commissioners of St. Louis County.
- **November 3, 2026:** Election Day
- **Spring 2027:** Anticipated issuance of new bonds, pending successful election results.
- **Summer 2027:** Out to bid for construction; Staff relocates to new temporary offices.
- **Fall 2027:** Groundbreaking for new facility
- **Spring 2029:** Move-in and ribbon-cutting ceremony.

AN ORDINANCE CALLING AN ELECTION IN THE CITY OF CREVE COEUR, MISSOURI, ON THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSE OF CONSTRUCTING, FURNISHING AND EQUIPPING A NEW GOVERNMENT CENTER, AND INCREASING TANGIBLE PROPERTY TAXES TO RETIRE SUCH BONDS WITHIN TWENTY YEARS FROM ISSUANCE.

WHEREAS, the existing City of Creve Coeur Government Center, located at 300 N. New Ballas Road, was originally built in 1951 as Weber Elementary School, and is now 75 years old and presents significant operational challenges due to its age, inefficient design, and failure to meet modern standards for accessibility and security; and

WHEREAS, following the relocation of the Creve Coeur Police Department to a dedicated new facility in 2019, City staff currently occupy only approximately fifty percent (50%) of the Government Center's workspace; and

WHEREAS, the current occupancy rate constitutes an inefficient drain on City resources, because the City continues to pay to heat, cool, maintain and insure an aging, half-empty building; and

WHEREAS, the City has engaged in more than a decade of facility planning, including recommendations from the Government Center Needs Analysis Task Force (2014), the Government Center Space Needs Feasibility Study (2014), and the Space Programming Study (2022); and

WHEREAS, a newly constructed, purpose-built Government Center would resolve long-standing challenges by providing intuitive public navigation, improved staff collaboration, modern safety features, and a structurally sound, energy-efficient design; and

WHEREAS, the City has accumulated funds over recent years and will have set aside a total of \$10 million of General Fund balance to directly offset the costs of this reconstruction project; and

WHEREAS, to fund the remainder of the project, the City Council has determined that issuing general obligation bonds is necessary and in the best interest of the community; and

WHEREAS, the State of Missouri requires municipalities to seek voter approval to issue such general obligation bonds; and

WHEREAS, the City Council desires to place a proposition on the November 3, 2026 ballot to ask voters to authorize general obligation bonds for the construction of a new Government Center.

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

Section 1. The City Council of the City of Creve Coeur, Missouri (the “City”), finds it necessary and hereby declares its intent to borrow \$14,000,000 for the purpose of constructing, furnishing and equipping a new Government Center (the “Project”).

Section 2. A special election is hereby ordered to be held in the City on November 3, 2026, on the following proposition:

PROPOSITION S

Shall the City of Creve Coeur, Missouri, issue its general obligation bonds in an amount not to exceed \$14,000,000 for the purpose of demolishing the existing 75-year-old Government Center and designing, constructing, furnishing, and equipping a new Government Center on the same property? If this proposition is approved, the debt service levy of the city is expected to remain unchanged at the current levy of \$0.082 per one hundred dollars assessed valuation of real and personal property.

The authorization of the bonds will authorize the levy and collection of an annual tax in addition to the other taxes provided for by law on all taxable tangible property in the City sufficient to pay the interest and principal of the bonds as they fall due and to retire the same within twenty years from the date thereof.

Section 3. The form of the Notice of Bond Election for the election, a copy of which is attached hereto as **Exhibit A** and made a part hereof, is hereby approved.

Section 4. The City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of St. Louis County, Missouri, of the adoption of this Ordinance no later than 5:00 p.m. on August 25, 2026, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri.

Section 5. The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the bonds. The maximum principal amount of bonds expected to be issued for the Project is \$14,000,000.

Section 6. The City Council hereby authorizes and empowers the officers and representatives of the City to take all such acts and to execute, acknowledge and deliver all such documents as may in their discretion be determined to be necessary or desirable in order to carry out or comply with the terms and provisions of this Ordinance, including but not limited to the conduct of such election, the issuance of such Bonds upon voter approval, the related adjustment of tax rates, and the payment of related expenses as

provided herein. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purpose of this Ordinance whether heretofore or hereafter taken or done shall be and the same are hereby in all respects ratified, confirmed and approved.

Section 7. This Ordinance shall take effect in accordance with **Section 3.11(g)** of the City Charter.

ADOPTED THIS _____ DAY OF _____, 2026.

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

EXHIBIT A**NOTICE OF BOND ELECTION****CITY OF CREVE COEUR, MISSOURI**

Notice is hereby given to the qualified voters of the City of Creve Coeur, Missouri (the "City"), that the City Council of the City has called a special election to be held in the City on November 3, 2026, commencing at 6:00 a.m. and closing at 7:00 p.m., on the proposition contained in the following sample ballot:

**OFFICIAL BALLOT
SPECIAL BOND ELECTION
CITY OF CREVE COEUR, MISSOURI**

TUESDAY, NOVEMBER 3, 2026

PROPOSITION S

Shall the City of Creve Coeur, Missouri, issue its general obligation bonds in an amount not to exceed \$14,000,000 for the purpose of demolishing the existing 75-year-old Government Center and designing, constructing, furnishing, and equipping a new Government Center on the same property? If this proposition is approved, the debt service levy of the city is expected to remain unchanged at the current levy of \$0.082 per one hundred dollars assessed valuation of real and personal property.

YES ☐
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the proposition, place an X in the box opposite "YES." If you are opposed to the proposition, place an X in the box opposite "NO."

The authorization of the bonds will authorize the levy and collection of an annual tax in addition to other taxes provided for by law on all taxable tangible property in the City sufficient to pay the interest and principal of the bonds as they fall due and to retire the same within twenty years from the date thereof. The election will be held at the following polling places in the City:

PRECINCT

POLLING PLACE

DATED: _____, 2026.

Board of Election Commissioners
of St. Louis County, Missouri



MEMORANDUM

DATE: July 22, 2026
TO: Kris Simpson, City Administrator
FROM: Dione Garson, PE, Interim Assistant Director of Public Works
CC: Jay Lancaster, PE, Director of Public Works
SUBJECT: Leaf and Wood Chip Haul Off Services Contract

Background

Public Works staff provides spring and fall residential curbside leaf collection services and residential curbside limb chipping service from February to October. Typically, each year City crews collect approximately 12,000 cubic yards of leaf debris and 3,500 cubic yards of wood chips.

After being collected by trucks and vacuums, leaf debris and wood chips are stored at one of the two City transfer stations. One transfer station is located off Lindbergh Boulevard and the other station is on Olive Boulevard near the northwestern city limits. When the transfer stations are nearing capacity, the contractor removes the debris and hauls to a location outside City limits.

The City hires a contractor to haul-off and dispose of the debris from the transfer stations. The last four City hauling contracts spanned three years of services.

Budget

Leaf and Wood Chip Haul Off Services is a line item in the City's Operating Budget under General Ledger Account Number 01-31-41-6212 with \$45,000 allocated for FY2027.

Bidding

Three bids were received from Fick Supply Services, Inc, Matthew E. Kurtz Nursery & Topsoil Supply, LLC, and St. Louis Composting, Inc.

The public bid opening was at 1:00 PM on July 8, 2026 at the City's Government Center. The City received three bids in the amounts shown in the attached bid tabulation.

After the bid opening Fick Supply Services, Inc. and Matthew E. Kurtz Nursery & Topsoil Supply, LLC offered to perform the services defined in the contract for consideration of the value of the materials and no cost to the City.

When the City staff learned that leaf and chip haul-off could be accomplished at no cost, staff could not justify recommending that tax dollars be used to pay for the service. For this reason, staff recommends that all bids be rejected.

In the bid documents, Subsection 5.4 gives the City the right to reject any or all bids. Subsection 5.5.2 reserves the right of the City to accept the bid which, in the City's judgement, is in the best interest and most advantageous to the City. The subsection also states that the City has the right to waive any informality or irregularity in any bid received and to accept the bid which, in its judgement, in the City's own best interest.

Both Fick Supply Services, Inc. and Matthew E. Kurtz Nursery & Topsoil Supply, LLC have been awarded past City leaf and woodchip hauling contracts, and both contractors successfully performed the services for the duration of the term of the contract to the satisfaction of City staff.

Given that both contractors are equally qualified, the award of the contract was determined by a public coin toss held at 1:00 PM on Monday, July 20 at the City's Government Center. Representatives from Fick Supply Services, Inc. and Matthew E. Kurtz Nursery & Topsoil Supply, LLC were present.

Before the coin toss, both contractors agreed to the terms and process for the toss. Fick Supply Services, Inc. was heads and Matthew E. Kurtz Nursery & Topsoil Supply, LLC was tails. The coin fell to the ground unencumbered with tails facing upwards.

Recommendation

In the interest of striving for the highest and best use of public funds, City staff recommends that City Council reject all bids from the 1:00 PM, July 8, 2026 bid opening and award a contract for services performed in consideration for the value of the materials.

Matthew E. Kurtz Nursery & Topsoil Supply, LLC was awarded the City's hauling services contract for FY2024 through FY2026. For the duration of the contract, the contractor performed hauling services to the satisfaction of the contract requirements and City staff.

City staff recommends awarding the contract to Matthew E. Kurtz Nursery & Topsoil Supply, LLC.

Attachments

- Exhibit A – Leaf and Wood Chip Hauling Services – Fall 2026 Through Spring 2029 – City Contractor Agreement

RESOLUTION NO.

RESOLUTION XXXX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH MATTHEW E. KURTZ NURSERY & TOP SOIL SUPPLY COMPANY, LLC FOR LEAF AND WOOD CHIP HAULING SERVICES FROM FALL 2026 THROUGH SPRING 2029 IN CONSIDERATION OF THE VALUE OF THE MATERIALS.

WHEREAS, the City Council of Creve Coeur recognizes a need to provide leaf and limb collection services for residents, and

WHEREAS, a contractor is needed to haul off and dispose of the leaf and wood chips collected by City crews, and

WHEREAS, haul-off services will be performed in consideration of the value of the materials, and

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

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

Section 1. The Contract between Matthew E. Kurtz Nursery & Top Soil Supply Company, LLC, and the City, attached hereto as “Exhibit A,” is hereby approved and the execution is hereby authorized. The Contract as executed shall be in substantially the form of “Exhibit A,” with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 27th day of July, 2026.

Dr. Robert Hoffman
Mayor

Attest:

Kellie Henke
City Clerk



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2026, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, **Matthew E. Kurtz Nursery and Topsoil Supply Company, LLC** with offices at **455 North Eartherton Road, Wildwood, MO** (hereinafter called the "Contractor"). The project identified as **Leaf and Wood Chip Hauling Services – Fall 2026 through Spring 2029** (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) General Conditions of City-Contractor Agreement
- 3) Non-Collusion Affidavit and Contractor Affidavit
- 4) All Addenda and all Modifications issued after execution of this Contract

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. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II
Scope of Work

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

ARTICLE III
Time of Completion

The hauler will be required to haul leaves or wood chips within ten (10) days of being notified by the City. The City anticipates that the hauler will be required to haul leaves or wood chips on three separate occasions each fall (November, December, and January) and once each spring (May), for the period from Fall 2026 through Spring 2029. Additional hauling may be required.

ARTICLE IV
The Contract Sum and Payments

The Contract Sum for this Work shall be zero in consideration of the value of the materials (leaves and wood chips).

ARTICLE V
Performance of the Work

a) The hauler will be required to haul leaves and wood chips within ten (10) days of being notified by the City.

Delays Beyond Contractor's Control

(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.

ARTICLE VI
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. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined, 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 VII
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 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, and finish the Work by whatever method the City may deem expedient.

(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 the Work

ARTICLE VIII
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. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

The contractor shall also meet the insurance requirements set forth by other entities, such as the Missouri Department of Transportation, from whom permits may be needed to perform portions of the work.

ARTICLE IX

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 related 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 X

Conflicts of Interest

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

ARTICLE XI

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 loading leaf and wood chip debris into trucks and hauling it offsite to a location of the contractor's choosing outside the City of Creve Coeur. The City's leaf and wood chip storage sites are located at 1030 North Lindbergh Boulevard and 13092 Olive Boulevard. The hauler shall be responsible for all applicable permits to haul leaves and wood chips and their lawful disposal. The hauler will be required to haul leaves and wood chips until they are completely removed from the storage sites once they arrive to provide service. The hauler will be required to haul leaves and wood chips within ten (10) days of being notified by the City. The

City anticipates that the hauler will be required to haul leaves or wood chips on three sperate occasions in the fall (November, December, and January) from Fall 2026 through Spring 2029. The City anticipates that the hauler will be required to hall leaves or wood chips on one occasion in the spring (May), from Fall 2026 through Spring 2029, but more hauling may be required. Contractor to provide load tracking and/or load tickets to verify haul-off quantities.

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

Table 1
Summary of Contract Quantities, Contract Unit Prices and Contract Sum

Item Number	Item	Unit	Estimated Quantity	Contract Unit Price	Item Subtotal
	Wood Chip Haul Off				
1	Fall 2026 – Spring 2027 Wood Chip Haul Off	CY	3,500	\$0	\$0
2	Fall 2027 – Spring 2028 Wood Chip Haul Off	CY	3,500	\$0	\$0
3	Fall 2028 – Spring 2029 Wood Chip Haul Off	CY	3,500	\$0	\$0
	Leaf Debris Haul Off				
4	Fall 2026 – Spring 2027 Leaf Haul Off	CY	12,000	\$0	\$0
5	Fall 2027 – Spring 2028 Leaf Haul Off	CY	12,000	\$0	\$0
6	Fall 2028 – Spring 2029 Leaf Haul Off	CY	12,000	\$0	\$0

The unit prices quoted herein will include all costs associated with the performance of work and any other incidental work to complete the job.

The above quantities are approximate. The City may increase, decrease, or eliminate any portion of the above said bid.

The hauler shall provide the size, type, age, and number of equipment to be used to haul off the leaves and wood chips.

Table 2
Type, size, age, and number of equipment to be used to haul off the leaves and wood chips

Type of Equipment	Size	Age (years)	Number
Wheel Loader	KC 21	5	1

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

CITY OF CREVE COEUR

By: _____
Kris Simpson, City Administrator

(SEAL)

By: _____
Jay Lancaster, PE, Director of Public Works

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____

GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT

SECTION 1: CONTRACT DOCUMENTS

1.1 DEFINITIONS

- 1.1.1 The Contract Documents. The “Contract Documents” consist of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, the Bid, Non-Collusion Affidavit, Contractor Affidavit, all Addenda and all Modifications issued after execution of the Contract.
- 1.1.2 The Contract. The Contract Documents form the “Contract.” The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, both written and oral, including the Bidding Documents. The Contract may be amended or modified only by a Modification as defined in Paragraph 1.1 above.
- 1.1.3 Modification. A “Modification” is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.
- 1.1.4 The Work. The term “Work” includes all labor necessary to complete the construction or services required by the Contract Documents, and all materials, labor, and equipment incorporated or to be incorporated in such construction or services.
- 1.1.5 The Project. The “Project” is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.1.6 Notice to Proceed. The “Notice to Proceed” is the written notice from the City notifying the Contractor of the date on or before which he is to begin prosecution of the Work.
- 1.1.7 Director of Public Works. The term “Director of Public Works” means the Director of Public Works for the City of Creve Coeur, or his authorized City representative(s).

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

- 1.2.1 The Contract Documents shall be signed by the City and the Contractor.
- 1.2.2 The Contractor represents that he has visited the sites, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, and other items as provided in Section 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 TIME

- 1.3.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.
- 1.3.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.
- 1.3.3 The term "day" as used in the Contract Documents shall mean working day unless specifically indicated otherwise therein.
- 1.3.4 All time limits stated in the Contract Documents are of the essence of the Contract.
- 1.3.5 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

SECTION 2: CITY

2.1 DEFINITION OF CITY

- 2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

2.2 INSPECTIONS

- 2.2.1 The City shall have free access to the Work at all times for inspection purposes and shall be furnished by the Contractor with facilities for ascertaining whether the work being performed or which has been completed is in accordance with the requirements of the Contract Documents.
- 2.2.2 Inspection by the City shall not constitute acceptance, approval, or waiver of defective or nonconforming Work, and shall not relieve the Contractor of responsibility for compliance with the Contract Documents.

2.3 CITY'S RIGHT TO STOP THE WORK

- 2.3.1 If the Contractor fails to correct defective work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

SECTION 3: CONTRACTOR

3.1 DEFINITION OF CONTRACTOR

- 3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
- 3.1.2 The Contractor is an independent person or organization, and at no time should either the Contractor or his employees represent themselves as either employees or agents of the City of Creve Coeur.

3.2 SUPERVISION

- 3.2.1 The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all means, methods, techniques, sequences, and procedures employed in performing or coordinating any portion of the Work.
- 3.2.2 The Contractor shall maintain a professional appearance and shall engage in professional conduct at all times during the execution of the Work, as determined by the City.
- 3.2.3 The Contractor shall be responsible for the appearance and conduct of his employees and subcontractors at all times. The Contractor's employees, and any subcontractor's employees, shall wear appropriate uniform and/or protective attire while performing the Work.

3.3 LABOR AND MATERIALS

- 3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.
- 3.3.3 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

- 3.4.1 The Contractor warrants to the City all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES, AND NOTICES

- 3.5.1 The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work.
- 3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

- 3.6.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

3.7 CONFLICT WITH PERSONNEL

- 3.7.1 If a conflict between personnel of the Contractor and the City escalates to the point that it hinders the progress of the Work and cannot be settled amicably, the Contractor's personnel involved in the conflict shall be removed from the project.
- 3.7.2 A personnel conflict shall not give cause for the Contractor to terminate this Contract nor to pull off employees from active job sites. If the Contractor withdraws crews, the City may, at its sole discretion, consider the Contract to be terminated under the provisions of Article VIII of the City-Contractor Agreement. If the City so determines, notices shall be given as set forth therein.

3.8 CLEANING UP

- 3.8.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the job site,

3.9 INDEMNIFICATION

- 3.9.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.
- 3.9.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

SECTION 5: LEGAL CONDITIONS

5.1 GOVERNING LAW

- 5.1.1 The Contract shall be governed by the laws of the State of Missouri.
- 5.1.2 Any action arising out of, or concerning, this Contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Contract consent to the jurisdiction and venue of that court.

5.2 SUCCESSORS AND ASSIGNS

- 5.2.1 The City and the Contractor each bind himself, his partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

5.3 NOTICES

- 5.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid, and addressed to the last business address known to the party giving the notice.

5.4 RIGHTS AND REMEDIES

- 5.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

5.5 CONFLICTS OF INTEREST

- 5.5.1 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.
- 5.5.2 The City shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Creve Coeur City Council, or is employed by the City in an administrative capacity (i.e., those who have selection, hiring, supervisory, or operational responsibility for the Work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. The City shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of the City or a person employed by the City in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.
- 5.5.3 For the purposes of this section, "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent, and stepchild.
- 5.5.4 For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly, collectively, directly, or indirectly, ten percent (10%) or more of any corporation or partnership, or shall own an interest

having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more, per year therefrom.

- 5.5.5 In the event that any or all of the foregoing provision(s) shall 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 parties contracting with the City from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state, or other local laws, ordinances, or regulations.

5.6 ALIEN REGISTRATION, COMPLIANCE, AND ENFORCEMENT

- 5.6.1 DEFINITIONS. As used in this Section 5.8, the following terms shall have the following meanings:

5.6.1.1 "Business entity" – any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

5.6.1.2 "Contractor" – a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

5.6.1.3 "Employee" – any person performing work or service of any kind or character for hire within the state of Missouri;

5.6.1.4 "Employer" – any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;

5.6.1.5 "Employment" – the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

5.6.1.6 "Federal work authorization program" – any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland

Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;

5.6.1.7 "Knowingly" – a person acts knowingly or with knowledge:

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;

5.6.1.8 "Municipality" – the City of Creve Coeur, Missouri.

5.6.1.9 "Public employer" – every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

5.6.1.10 "Unauthorized alien" – an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);

5.6.1.11 "Work" – any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

5.6.2 ILLEGAL ACTS.

5.6.2.1 No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

5.6.2.2 Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate Subsection 5.8.1.1 of this Section.

5.6.2.3 The affidavit shall be approved as to form by the municipal attorney.

5.6.2.4 An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated Subsection 5.8.2.1 of this Section.

5.6.2.5 A general contractor or subcontractor of any tier shall not be liable under Subsection 5.8.2.1 of this Section when such general contractor or

subcontractor contracts with its direct subcontractor who violates Subsection 5.8.2.1 of this Section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of Subsection 5.8.2.1 of this Section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

5.6.2.6 The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.

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

SECTION 6: INSURANCE AND PROTECTION OF PERSONS AND PROPERTY

6.1 SAFETY PRECAUTIONS AND PROGRAMS

6.1.1 The Contractor shall initiate, maintain, and supervise safety precautions and programs in connection with the performance of the Work.

6.2 SAFETY OF PERSONS AND PROPERTY

6.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

6.2.1.1 All employees on the Work and all other persons who may be affected thereby;

6.2.1.2 All the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor;

6.2.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

6.2.1.4 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the safety of persons or property in or near the project site to protect persons or property from damage, injury, or loss.

6.2.2 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, shall be remedied by the Contractor.

6.2.2.1 The City shall document any complaint by any person regarding damage or loss to property caused by the Contractor by requesting such complainant to complete a damage claim report. A copy of the damage claim report shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage, or otherwise compensate the complainant or file a claim for such damage

with the Contractor's insurance company within ten (10) days of the receipt of the damage claim report from the City.

6.2.2.2 If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

6.2.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

6.3 CERTIFICATES OF INSURANCE

6.3.1 Certificate(s) of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate(s) of Insurance must state: "**The City of Creve Coeur is an additional primary insured.**" These Certificate(s) shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City and any necessary endorsements shall be provided.

6.4 CONTRACTOR'S LIABILITY INSURANCE

6.4.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

6.4.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Section 3.11.

6.4.3 In the event any part of the Work to be performed hereunder shall require the Contractor or his Subcontractors to enter, cross, or work upon or beneath the right-of-way or other property of a railroad, the Contractor in addition to the indemnification and insurance requirements of this article, shall comply with the related requirements for such work as are set out in the Contract Documents.

SECTION 7: PERFORMANCE OF THE WORK

7.1 REQUIREMENTS

7.1.1 The City's leaf and wood chip storage sites are located at 1030 North Lindbergh Boulevard and 13092 Olive Boulevard.

7.1.2 The hauler shall provide the size, type, age, and number of equipment to be used to haul the leaves and wood chips.

7.1.3 The hauler shall be responsible for all applicable permits to haul leaves and wood chips and their lawful disposal.

- 7.1.4 The hauler will be required to haul leaves and wood chips within ten (10) days of being notified by the City.
- 7.1.5 The City anticipates that the hauler will be required to haul leaves and wood chips on three separate occasions in the fall (November, December, and January). The City anticipates that the hauler will be required to haul leaves and wood chips on one occasion in the spring (May), from Fall 2026 through Spring 2029 but more hauling may be required.
- 7.1.6 The unit prices quotes will include all costs associated with the performance of work and any other incidental work to complete the job.
- 7.1.7 The above quantities are approximate; the City may increase, decrease, or eliminate any portion of the above said bid.
- 7.1.8 The hauler will be required to haul leaves and wood chips until they are completely removed from the storage sites once they arrive to provide service.
- 7.1.9 Successful contractor will provide load tracking and/or load tickets to verify haul-off quantities.
- 7.1.10 Bid acceptance will be subject to signature of a three-year contract.

7.1 FIREARMS

- 7.1.1 There shall be absolutely no firearms carried by any individual on any City of Creve Coeur work site.

SECTION 8: CHANGES TO THE WORK

8.1 MINOR CHANGES IN THE WORK

- 8.1.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be put into effect by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

8.2 CHANGE ORDERS

- 8.2.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 8.2.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.
- 8.2.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

8.3 ADDITIONS TO CONTRACT

- 8.3.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

8.4 CLAIMS FOR ADDITIONAL COST

- 8.4.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, the work shall proceed in accordance with Sec. 109.4 of the St. Louis County Standard Specifications for Highway Construction (Latest Edition), if so ordered by the Director of Public Works. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

SECTION 9: PAYMENTS AND FINANCIAL CONDITIONS

9.1 PAYMENTS AND COMPLETION

- 9.1.1 The Contract Sum is stated in Article IV of the City-Contractor Agreement and is detailed in Table 1 of the City-Contractor Agreement. All payments for the work shall be based on the unit prices in the bid.

9.1.2

9.2 QUANTITIES

- 9.2.1 The quantities tabulated on the bid form are only estimated for bid comparison by the City. No guarantees are made regarding their accuracy. The City reserves the right to modify quantities as necessary.

9.3 ALTERED QUANTITIES

- 9.3.1 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. In addition, no allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

9.4 MEASUREMENT OF QUANTITIES

Contractor to provide load tracking and/or load tickets to verify haul-off quantities.



MEMORANDUM

DATE: July 20, 2026
TO: Kris Simpson, City Administrator
FROM: Dione Garson, PE, Assistant Director of Public Works
CC: Jay Lancaster, PE, Director of Public Works
SUBJECT: Tree Purchasing and Planting Services – Fall 2026 to Spring 2028
Recommendation to Award the contract to One Vision, LLC

Background

The City's annual Street Tree Planting Cost-Share Program is open to all residents and subdivisions. Through this program, residents can apply to have a street tree planted in the public right-of-way adjacent to their property. The City pays 50% of the cost of purchasing and planting trees, and the resident pays the other 50% of costs.

Tree purchasing and planting services for this program and other City needs (such as for parks and roadway medians) are purchased through the Tree Purchasing and Planting Services contract.

Bidding

On July 2, 2026, bid documents were emailed to seven local contractors. The bid documents were also advertised on the City's website and in Drexel Technologies' Plan Room, a digital bid management and document distribution platform used by contractors to view public project listings.

The City received bids from One Vision, LLC and DJM Ecological Services, Inc. The attached bid tabulation shows the bid prices for each tree species offered through the City's Street Tree Planting Cost-Share Program or used by the City for parks, medians, or projects. The bid includes costs for fall 2026, spring and fall 2027, and spring 2028.

Bids were publicly opened on July 15, 2026. One Visions, LLC submitted the lowest qualified bid with the following cost for trees offered by the Street Tree Planting Cost-Share Program:

Year	Total Cost per Tree	Resident Cost per Tree
2026	\$430	\$215
2027	\$440	\$220
2028	\$445	\$222.50

In the City's 2024 contract and 2025 contract extension with One Vision, LLC, the costs for trees offered by the Street Tree Planting Cost-Share Program was \$420 per tree, and the resident cost per tree was \$210.

The contract also includes yearly costs for Green Giants for possible use as part of City projects. One Vision, LLC's costs for Green Giants are:

- 2026 = \$450.00
- 2027 = \$460.00
- 2028 = \$465.00

Budget

Funding comes from the City's Operating Budget under two general ledger account numbers. For FY2027:

- \$15,000 is budgeted under 01-31-41-6212, Tree Planting Shared Cost – 50% of Shared Costs
- \$6,000 is budgeted under 01-31-43-6212, Tree Planting Parks

Trees may also be purchased using project-specific general ledger account numbers.

The number of trees the City orders each year depends on the number of resident applications and the City's needs. The City ordered 105 trees in 2025, 64 trees in 2024, and 21 trees in 2023. Historically, the total number of trees tends to be between 20 and 30.

Contractor Recommendation

City staff recommends awarding the contract to One Visions, LLC.

One Vision, LLC has been the City's tree services contractor since 2023 and has satisfied the contract requirements.

Planning Level Basis

FY2026-2028 Creve Coeur Strategic Plan:

- Strategy 2.1 Maintain and improve Creve Coeur streets
- Strategy 2.2 Enhance sidewalk and trail network

Attachments

- Exhibit A - Tree Purchasing and Planting 2026 - 2028 - City Contractor Agreement
- Bid Tabulation

RESOLUTION NO. 1881

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ONE VISION, LLC TO SUPPLY AND PLANT TREES ON VARIOUS CITY PROJECT SITES AND THE CITY'S ANNUAL STREET TREE PLANTING COST-SHARE PROGRAM FOR FALL 2026 – SPRING 2028.

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

WHEREAS, the City of Creve Coeur plans to plant trees in City parks and roadway medians as needed, and

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

WHEREAS, the total cost per tree for the Street Tree Planting Cost-Share Program will be \$430 in 2026, \$440 in 2027, and \$445 in 2028, and the cost for Green Giants will be \$450 in 2026, \$460 in 2027, and \$465 in 2028, and

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

WHEREAS, One Vision LLC submitted the lowest and best bid.

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

Section 1. The Contract between One Vision LLC, and the City, attached hereto as "Exhibit A," is hereby approved and the execution is hereby authorized. The Contract as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 27TH DAY OF JULY, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

Exhibit A



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2026, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, a One Vision, LLC with offices at 95 Main Street, St. Charles, Missouri (hereinafter called the "Contractor"). The project identified as **2026-2028 Tree Purchasing and Planting Services** (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) General Conditions of City-Contractor Agreement
- 3) Non-Collusion Affidavit and Contractor Affidavit
- 4) All Addenda and all Modifications issued after execution of this Contract

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. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II
Scope of Work

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

ARTICLE III
Time of Completion

All time limits stated in the contract documents are of the essence. The work to be performed under the Contract shall be conducted on an as-needed bases during the specified planting seasons of 2026, 2027, and 2028 as defined in the project Job Special Provisions.

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 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 unit prices and Contract item quantities are listed in Tables 1, 2, and 3 of this Agreement. These unit prices and item quantities form the basis of the Contract Sum, as described above and as illustrated in Tables 1, 2, and 3. All payments for the Work shall be based upon the Contract unit costs listed in Tables 1, 2, and 3.

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) All payments for the work shall be based on the unit prices in the bid.

- (2) Based on Applications for Payment submitted by the Contractor for work completed and accepted by the City, in accordance with the Contract Document, except as otherwise required by Section 8.960 RSMo. The City shall pay the contractor within thirty days (30) of the City's receipt of the Application for Payment.
- (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 Tables 1, 2, and 3 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) The Contractor will be required to supply and plant trees according to the Contract documents and Job Special Provisions.

Delays Beyond Contractor's Control

(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.

ARTICLE VI

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.

(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 Tables 1, 2, and 3 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 VII

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 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, 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.

(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 VIII

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. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

The contractor shall also meet the insurance requirements set forth by other entities, such as the Missouri Department of Transportation, from whom permits may be needed to perform portions of the work.

ARTICLE IX

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 X

Conflicts of Interest

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

ARTICLE XI

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 planting of trees by the type and locations specified by the City's Director of Public Works.

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

Table 1 – Fall 2026
Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$430.00	\$430.00
2	Snowdrift Crabapple	Each	1	\$430.00	\$430.00
3	Service Berry Tree	Each	1	\$430.00	\$430.00
4	Okame Cherry	Each	1	\$430.00	\$430.00
5	Thornless Hawthorn	Each	1	\$430.00	\$430.00
6	American Hornbeam	Each	1	\$430.00	\$430.00
7	Yellow Wood	Each	1	\$430.00	\$430.00
8	Shantung Maple	Each	1	\$430.00	\$430.00
9	Willow Oak	Each	1	\$430.00	\$430.00
10	Cucumber Tree	Each	1	\$430.00	\$430.00
11	Japanese Zelcova	Each	1	\$430.00	\$430.00
12	Bloodgood London Plane Tree	Each	1	\$430.00	\$430.00
13	Tulip Poplar	Each	1	\$430.00	\$430.00
Other					
15	Green Giant – 8 feet	Each	1	\$450.00	\$450.00

Table 1: Fall 2026 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Table 2 – Spring & Fall 2027
Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$440.00	\$440.00
2	Snowdrift Crabapple	Each	1	\$440.00	\$440.00
3	Service Berry Tree	Each	1	\$440.00	\$440.00
4	Okame Cherry	Each	1	\$440.00	\$440.00
5	Thornless Hawthorn	Each	1	\$440.00	\$440.00
6	American Hornbeam	Each	1	\$440.00	\$440.00
7	Yellow Wood	Each	1	\$440.00	\$440.00
8	Shantung Maple	Each	1	\$440.00	\$440.00
9	Willow Oak	Each	1	\$440.00	\$440.00
10	Cucumber Tree	Each	1	\$440.00	\$440.00
11	Japanese Zelcova	Each	1	\$440.00	\$440.00
12	Bloodgood London Plane Tree	Each	1	\$440.00	\$440.00
13	Tulip Poplar	Each	1	\$440.00	\$440.00
Other					
15	Green Giant – 8 feet	Each	1	\$460.00	\$460.00

Table 2: Spring and Fall 2027 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Table 3 – Spring 2028
Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$445.00	\$445.00
2	Snowdrift Crabapple	Each	1	\$445.00	\$445.00
3	Service Berry Tree	Each	1	\$445.00	\$445.00
4	Okame Cherry	Each	1	\$445.00	\$445.00
5	Thornless Hawthorn	Each	1	\$445.00	\$445.00
6	American Hornbeam	Each	1	\$445.00	\$445.00
7	Yellow Wood	Each	1	\$445.00	\$445.00
8	Shantung Maple	Each	1	\$445.00	\$445.00
9	Willow Oak	Each	1	\$445.00	\$445.00
10	Cucumber Tree	Each	1	\$445.00	\$445.00
11	Japanese Zelcova	Each	1	\$445.00	\$445.00
12	Bloodgood London Plane Tree	Each	1	\$445.00	\$445.00
13	Tulip Poplar	Each	1	\$445.00	\$445.00
Other					
15	Green Giant – 8 feet	Each	1	\$465.00	\$465.00

Table 3: Spring 2028 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

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

CITY OF CREVE COEUR

By: _____
Kris Simpson, City Administrator

(SEAL)

By: _____
Jay Lancaster, PE, Director of Public Works

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____

GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT

SECTION 1: CONTRACT DOCUMENTS

1.1 DEFINITIONS

- 1.1.1 The Contract Documents. The "Contract Documents" consist of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, the Bid, Non-Collusion Affidavit, Contractor Affidavit, all Addenda and all Modifications issued after execution of the Contract.
- 1.1.2 The Contract. The Contract Documents form the "Contract." The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, both written and oral, including the Bidding Documents. The Contract may be amended or modified only by a Modification as defined in Paragraph 1.1 above.
- 1.1.3 Modification. A "Modification" is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.
- 1.1.4 The Work. The term "Work" includes all labor necessary to complete the construction or services required by the Contract Documents, and all materials, labor, and equipment incorporated or to be incorporated in such construction or services.
- 1.1.5 The Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.1.6 Notice to Proceed. The "Notice to Proceed" is the written notice from the City notifying the Contractor of the date on or before which he is to begin prosecution of the Work.
- 1.1.7 Director of Public Works. The term "Director of Public Works" means the Director of Public Works for the City of Creve Coeur, or his authorized City representative(s).

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

- 1.2.1 The Contract Documents shall be signed by the City and the Contractor.
- 1.2.2 The Contractor represents that he has visited the sites, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, and other items as provided in Section 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 TIME

- 1.3.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.
- 1.3.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.
- 1.3.3 The term "day" as used in the Contract Documents shall mean working day unless specifically indicated otherwise therein.
- 1.3.4 All time limits stated in the Contract Documents are of the essence of the Contract.
- 1.3.5 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

SECTION 2: CITY

2.1 DEFINITION OF CITY

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

2.2 INSPECTIONS

2.2.1 The City shall have free access to the Work at all times for inspection purposes and shall be furnished by the Contractor with facilities for ascertaining whether the work being performed or which has been completed is in accordance with the requirements of the Contract Documents.

2.2.2 Inspection by the City shall not constitute acceptance, approval, or waiver of defective or nonconforming Work, and shall not relieve the Contractor of responsibility for compliance with the Contract Documents.

2.3 CITY'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct defective work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

SECTION 3: CONTRACTOR

3.1 DEFINITION OF CONTRACTOR

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

3.1.2 The Contractor is an independent person or organization, and at no time should either the Contractor or his employees represent themselves as either employees or agents of the City of Creve Coeur.

3.2 SUPERVISION

3.2.1 The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all means, methods, techniques, sequences, and procedures employed in performing or coordinating any portion of the Work.

3.2.2 The Contractor shall maintain a professional appearance and shall engage in professional conduct at all times during the execution of the Work, as determined by the City.

3.2.3 The Contractor shall be responsible for the appearance and conduct of his employees and subcontractors at all times. The Contractor's employees, and any subcontractor's employees, shall wear appropriate uniform and/or protective attire while performing the Work.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor union.

3.4 WARRANTY

3.4.1 The Contractor warrants to the City all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES, AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.6.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

3.7 CONFLICT WITH PERSONNEL

3.7.1 If a conflict between personnel of the Contractor and the City escalates to the point that it hinders the progress of the Work and cannot be settled amicably, the Contractor's personnel involved in the conflict shall be removed from the project.

3.7.2 A personnel conflict shall not give cause for the Contractor to terminate this Contract nor to pull off employees from active job sites. If the Contractor withdraws crews, the City may, at its sole discretion, consider the Contract to be terminated under the provisions of Article VIII of the City-Contractor Agreement. If the City so determines, notices shall be given as set forth therein.

3.8 CLEANING UP

3.8.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the job site,

3.9 INDEMNIFICATION

3.9.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.

3.9.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

SECTION 5: LEGAL CONDITIONS

5.1 GOVERNING LAW

5.1.1 The Contract shall be governed by the laws of the State of Missouri.

5.1.2 Any action arising out of, or concerning, this Contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Contract consent to the jurisdiction and venue of that court.

5.2 SUCCESSORS AND ASSIGNS

5.2.1 The City and the Contractor each bind himself, his partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

5.3 NOTICES

5.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid, and addressed to the last business address known to the party giving the notice.

5.4 RIGHTS AND REMEDIES

5.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

5.5 CONFLICTS OF INTEREST

5.5.1 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.

5.5.2 The City shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Creve Coeur City Council, or is employed by the City in an administrative capacity (i.e., those who have selection, hiring, supervisory, or operational responsibility for the Work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. The City shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of the City or a person employed by the City in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.

5.5.3 For the purposes of this section, "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent, and stepchild.

5.5.4 For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly, collectively, directly, or indirectly, ten percent (10%)

or more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more, per year therefrom.

- 5.5.5 In the event that any or all of the foregoing provision(s) shall 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 parties contracting with the City from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state, or other local laws, ordinances, or regulations.

5.6 **ALIEN REGISTRATION, COMPLIANCE, AND ENFORCEMENT**

- 5.6.1 **DEFINITIONS.** As used in this Section 5.8, the following terms shall have the following meanings:

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

- 5.6.1.8 "Municipality" – the City of Creve Coeur, Missouri.
- 5.6.1.9 "Public employer" – every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;
- 5.6.1.10 "Unauthorized alien" – an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);
- 5.6.1.11 "Work" – any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.
- 5.6.2 ILLEGAL ACTS.
 - 5.6.2.1 No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.
 - 5.6.2.2 Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate Subsection 5.8.1.1 of this Section.
 - 5.6.2.3 The affidavit shall be approved as to form by the municipal attorney.
 - 5.6.2.4 An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated Subsection 5.8.2.1 of this Section.
 - 5.6.2.5 A general contractor or subcontractor of any tier shall not be liable under Subsection 5.8.2.1 of this Section when such general contractor or subcontractor contracts with its direct subcontractor who violates Subsection 5.8.2.1 of this Section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of Subsection 5.8.2.1 of this Section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
 - 5.6.2.6 The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.
 - 5.6.2.7 Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

SECTION 6: INSURANCE AND PROTECTION OF PERSONS AND PROPERTY

6.1 SAFETY PRECAUTIONS AND PROGRAMS

- 6.1.1 The Contractor shall initiate, maintain, and supervise safety precautions and programs in connection with the performance of the Work.

6.2 SAFETY OF PERSONS AND PROPERTY

- 6.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - 6.2.1.1 All employees on the Work and all other persons who may be affected thereby;
 - 6.2.1.2 All the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor;
 - 6.2.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.
 - 6.2.1.4 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the safety of persons or property in or near the project site to protect persons or property from damage, injury, or loss.
- 6.2.2 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, shall be remedied by the Contractor.
 - 6.2.2.1 The City shall document any complaint by any person regarding damage or loss to property caused by the Contractor by requesting such complainant to complete a damage claim report. A copy of the damage claim report shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage, or otherwise compensate the complainant or file a claim for such damage with the Contractor's insurance company within ten (10) days of the receipt of the damage claim report from the City.
 - 6.2.2.2 If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.
- 6.2.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

6.3 CERTIFICATES OF INSURANCE

- 6.3.1 Certificate(s) of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate(s) of Insurance must state: **"The City of Creve Coeur is an additional primary insured."** These Certificate(s) shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City and any necessary endorsements shall be provided.

6.4 CONTRACTOR'S LIABILITY INSURANCE

- 6.4.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 6.4.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Section 3.11.
- 6.4.3 In the event any part of the Work to be performed hereunder shall require the Contractor or his Subcontractors to enter, cross, or work upon or beneath the right-

of-way or other property of a railroad, the Contractor in addition to the indemnification and insurance requirements of this article, shall comply with the related requirements for such work as are set out in the Contract Documents.

SECTION 7: PERFORMANCE OF THE WORK

7.1 REQUIREMENTS

- 7.1.1 For all planting locations, the Contractor must contact 811 for a utility locate before planting begins.
- 7.1.2 There shall be absolutely no firearms carried by any individual on any City of Creve Coeur work site.
- 7.1.3 For all other requirements, refer to the Job Special Provisions and Technical Specifications.

SECTION 8: CHANGES TO THE WORK

8.1 MINOR CHANGES IN THE WORK

- 8.1.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be put into effect by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

8.2 CHANGE ORDERS

- 8.2.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 8.2.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.
- 8.2.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

8.3 ADDITIONS TO CONTRACT

- 8.3.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

SECTION 9: PAYMENTS AND FINANCIAL CONDITIONS

9.1 PAYMENTS AND COMPLETION

- 9.1.1 The Contract Sum is stated in Article IV of the City-Contractor Agreement and is detailed in Table 1 of the City-Contractor Agreement. All payments for the work shall be based on the unit prices in the bid.
- 9.1.2 Based on Applications for Payment submitted by the Contractor for work completed and accepted by the City, in accordance with the Contract Document, except as otherwise required by Section 8.960 RSMo. The City shall pay the contractor within thirty days (30) of the City's receipt of the Application for Payment.
- 9.1.3 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
- 9.1.4 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.
- 9.1.5 The City will state in writing the City's reasons for withholding all or any portion of any payment.
- 9.1.6 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any work not completed in accordance with the Contract Documents.
- 9.1.7 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

9.2 QUANTITIES

- 9.2.1 The quantities tabulated on the bid form are only estimated for bid comparison by the City. No guarantees are made regarding their accuracy. The City reserves the right to modify quantities as necessary.

9.3 ALTERED QUANTITIES

- 9.3.1 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. In addition, no allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

9.4 MEASUREMENT OF QUANTITIES

Contractor to provide notification of the dates and locations of planted trees.

9.5 PAYMENT

- 9.5.1 If the Contractor has made Application for Payment, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion or such payment.
- 9.5.2 The City shall issue payment to the Contractor within thirty (30) days following the receipt, review, and approval of the Application for Payment by the City.

JOB SPECIAL PROVISIONS

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

1.0 SCOPE OF WORK

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

2.0 PLANTING SEASONS

- 2.1 All plantings included as part of this project shall be completed within the following dates:
 - 2.1.1. Spring planting season: **April 1 through April 30**
 - 2.1.2. Fall planting season: **October 15 through November 15**
- 2.2 The actual planting shall be done during periods within the seasons specified above only when weather conditions are acceptable for such work, as determined by the Director of Public Works. Plantings shall not be allowed should the City determine that unsuitable planting conditions exist, such as abnormal or excessive temperatures or precipitation.
- 2.3 No plantings may occur outside of the planting seasons defined above unless directed otherwise, in writing, by the Director of Public Works.

3.0 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

- 3.1 The Contractor shall prepare and submit to the City a Traffic Control Plan, and this Traffic Control Plan must be approved by the City prior to Notice to Proceed.
- 3.2 The Contractor's work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions.
- 3.3 The Contractor shall provide, erect, move, and maintain traffic control devices in good condition as necessary to properly protect the job site and provide for safe and convenient public travel. This shall consist of furnishing, placing, and maintaining signs, flags, barricades, fences, drums, cones, temporary striping, and pavement marking, and furnishing flagmen in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall provide all signs, posts, channels, fasteners, barricades, fences, labor, and equipment to place the signs in accordance with the MUTCD, and as may be additionally required by the City. Any device that becomes damaged or unserviceable shall be promptly replaced by the Contractor.
- 3.4 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be necessary to maintain traffic and to protect the Work and the public. All labor, equipment and material necessary to accomplish this task shall be considered incidental.
- 3.5 No work that will disrupt travel on arterial or collector roadways (lane closures, lane shifts, trenching, etc.) shall be done between 7:00 AM and 9:00 AM or between 4:00 PM and 6:00 PM. Designation as an arterial or collector roadway shall be according to St. Louis County records unless otherwise superseded by the Director of Public Works.

4.0 CONTRACTOR'S WORK SCHEDULE

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

5.0 RESPONSIBILITY FOR DAMAGED ITEMS

- 5.1 In accordance with Section 105.3 of the Standard Specifications, the Contractor is responsible for the maintenance of all items completed by him and his subcontractors until acceptance by The City of Creve Coeur, either partial or final, as provided for in Sections 105.15.1 and 105.15.2 of the Standard Specifications, respectively. Maintenance shall include removal and replacement of damaged items, either existing or newly constructed, or portions of items to the extent necessary for the work to fully comply with the specifications.
- 5.2 Damages to improvements by the Contractor's subcontractors and material suppliers are included and covered under this provision.
- 5.3 No direct or additional payment will be made for the cost of repair or replacement of damaged items, and no adjustment in final quantities will be made.

6.0 ACCESS

- 6.1 Access to private driveways shall be maintained at all times. Temporary access shall be provided by the Contractor to accommodate any reduced access to residential or commercial entrances caused by the Contractor's operations.
- 6.2 If said access is not supplied as set out above, the City will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given in this Contract. Wherever excavation effects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals, as determined by the Director of Public Works.

- 6.3 **The Contractor is required to notify all residents a minimum of forty-eight (48) hours but not more than seventy-two (72) hours in advance of any work that will limit access to their driveway(s).** The notice shall be on company letterhead, in a format approved by the City, and shall contain the date when work that will limit their access is expected to begin. If the date of the work changes, additional notices explaining the change and the new start date shall be delivered by the Contractor.

7.0 **CONSTRUCTION STAKING AND LAYOUT**

- 7.1 The Contractor shall install trees at the addresses and locations indicated by the Director of Public Works.
- 7.2 The Contractor shall stake out the proposed location for each plant and shall paint an outline of the planting on the ground. The layout of the plantings shall be inspected and approved by the City prior to any excavation of the site. Adjustments to the layout of the plantings shall be made by the Contractor at the direction of the City.
- 7.3 For all locations, the contractor shall contact 811 for a utility locate before planting trees.

TECHNICAL SPECIFICATIONS

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

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

DESCRIPTION

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

PLANTING

1. The Contractor shall excavate at the approved location of the plant and shall remove underground debris or other obstructions encountered. The Contractor shall then loosen the subgrade and check for drainage. It shall be the responsibility of the Contractor to notify the Director of Public Works prior to planting of all soil and drainage conditions which the Contractor considers detrimental to plant growth.
2. Plants are to be located as shown on plan or as directed by Director of Public Works. The Contractor shall stake out location for all plants and outlines for planting areas on the ground and obtain approval before any excavation is made. The Contractor shall make adjustment(s) to the locations and outlines as directed.
3. The holes for individual trees shall be circular with vertical sides and sufficient depth to provide for backfill soil below ball of roots. Pits for all trees shall be at least two (2) feet wider and no deeper than the soil ball.
4. The plants shall be set so that after settling, the crown of the plant is at same level as surrounding finished grade. Deep plantings, as determined by the Director of Public Works, are not acceptable. Each plant shall be placed in the center of an individual pit unless otherwise directed. Set plants vertically.
5. The backfill soil mix shall be placed in the bottom of all pits and compacted to the depth necessary to receive the plant. When the pit is two-thirds backfilled, the ball ties shall be cut at the base of the plant, and the burlap from the top third of the ball shall be removed.
6. The Contractor shall thoroughly water each plant as follows:
 - a) Do not compact earth by tramping in or tamping. Earth firming is best done by water alone, thereby effectively eliminating air pockets.
 - b) Immediately after planting, apply water by open-ended hose at low pressure, thoroughly saturating the soil the same day of planting.
 - c) Finish off the grade leaving a basin around each plant; depth and size of basins to be in proportion to plants.
 - d) Plants to be vertical when placed, watered, and fully settled.
7. Trees shall be pruned on the site in accordance with modern standard practice. The Contractor shall prune to remove damaged branches, improve natural shape, thin out structure, and remove not more than 15% of branches. Remove horizontal or low hanging branches of street and parking lot trees to a height of 6' - 6".
8. Excess Material: The Contractor shall haul away all excess materials, and these materials shall be disposed of in a responsible manner.
9. Staking: All evergreen trees shall be staked. Where the Director of Public Works deems necessary, the Contractor shall stake deciduous trees for support in at least two (2) places. Stakes shall be metal T-post that are 5' long. Guy wire(s) may be used as long the bark of the tree is protected by some sort of rubber tubing, such as garden hose.

Mulching

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

Clean Up

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

Inspections

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

Guarantee and Replacement

1. The Contractor shall provide a 100% guarantee for all plants outlined in this contract for a full twelve (12) months. The guarantee period shall begin at the date of substantial completion, as determined by the Director of Public Works.
2. As soon as weather conditions permit and within a specific planting period, the Contractor shall replace all dead plants and all plants not in a vigorous, thriving condition as determined by the Director of Public Works during and at the end of the guarantee period. The plants shall be free of dead or dying branches, and branch tips shall bear foliage of a normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
3. The Contractor shall make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the City.
4. The Contractor shall make as many periodic inspections as necessary during the guarantee period, at no extra cost to the City, to determine what changes, if any, should be made to the City's maintenance program. The Contractor should submit, in writing, any recommended changes to the Director of Public Works.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

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

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

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

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

BID TABULATION

Tree Purchasing and Planting Services Fall 2026 - Spring 2028

City of Creve Coeur, Missouri

2:00 PM on Wednesday, July 15, 2026



				One Vision, LLC		DMJ Ecological Services, Inc.	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
Fall 2026							
Size 2.5-inch to 3-inch Caliper Balled & Burlapped Planted							
1	Native Redbud	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
2	Snowdrift Crabapple	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
3	Serviceberry Tree	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
4	Okame Cherry	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
5	Thornless Hawthorn	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
6	American Hornbeam	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
7	Yellow Wood	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
8	Shuntung Maple	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
9	Willow Oak	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
10	Cucumber Tree	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
11	Japanese Zelkova	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
12	Bloodgood London Plane Tree	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
13	Tulip Poplar	Each	1	\$ 430.00	\$ 430.00	\$ 885.00	\$ 885.00
Other							
14	Green Giant -- 8 Feet	Each	1	\$ 450.00	\$ 450.00	\$ 964.00	\$ 964.00
Total Fall 2026				One Vision, LLC		DMJ Ecological Services, Inc.	
				\$ 6,040.00		\$ 12,469.00	

				One Vision, LLC		DMJ Ecological Services, Inc.	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
Spring and Fall 2027							
Size 2.5-inch to 3-inch Caliper Balled & Burlapped Planted							
1	Native Redbud	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
2	Snowdrift Crabapple	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
3	Serviceberry Tree	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
4	Okame Cherry	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
5	Thornless Hawthorn	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
6	American Hornbeam	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
7	Yellow Wood	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
8	Shuntung Maple	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
9	Willow Oak	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
10	Cucumber Tree	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
11	Japanese Zelkova	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
12	Bloodgood London Plane Tree	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
13	Tulip Poplar	Each	1	\$ 440.00	\$ 440.00	\$ 885.00	\$ 885.00
Other							
14	Green Giant -- 8 Feet	Each	1	\$ 460.00	\$ 460.00	\$ 964.00	\$ 964.00

				One Vision, LLC		DMJ Ecological Services, Inc.	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
Spring 2028							
Size 2.5-inch to 3-inch Caliper Balled & Burlapped Planted							
1	Native Redbud	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
2	Snowdrift Crabapple	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
3	Serviceberry Tree	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
4	Okame Cherry	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
5	Thornless Hawthorn	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
6	American Hornbeam	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
7	Yellow Wood	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
8	Shuntung Maple	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
9	Willow Oak	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
10	Cucumber Tree	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
11	Japanese Zelkova	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
12	Bloodgood London Plane Tree	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
13	Tulip Poplar	Each	1	\$ 445.00	\$ 445.00	\$ 935.00	\$ 935.00
Other							
14	Green Giant -- 8 Feet	Each	1	\$ 465.00	\$ 465.00	\$ 1,013.00	\$ 1,013.00

ARTICLE 9 BID FORM PROPOSAL

BID TIME: 2:00 PM

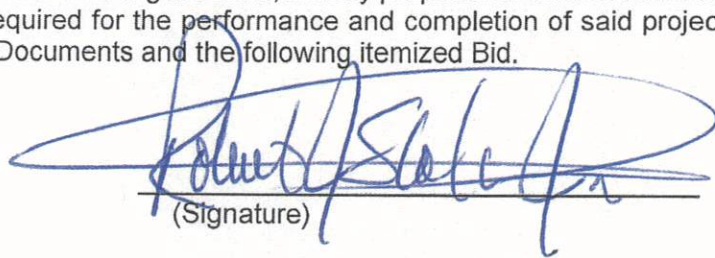
BID DATE: Wednesday, July 15, 2026

TO: THE CITY OF CREVE COEUR, MISSOURI

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

2026-2028 Tree Purchasing and Planting Services

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



(Signature)

Robert J. Stoltman, Jr.
(Print Name)

One Vision, LLC.
(Company Name)

95 Main St.
(Address)

St. Charles, MO 63301
(City, State, and ZIP code)

636-723-8737
(Telephone Number)

(Seal if bid by Corporation)

Table 1 – Fall 2026**Summary of Contract Quantities, Contract Unit Prices and Contact Sum**

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$430.00	\$430.00
2	Snowdrift Crabapple	Each	1	\$430.00	\$430.00
3	Service Berry Tree	Each	1	\$430.00	\$430.00
4	Okame Cherry	Each	1	\$430.00	\$430.00
5	Thornless Hawthorn	Each	1	\$430.00	\$430.00
6	American Hornbeam	Each	1	\$430.00	\$430.00
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8	Shantung Maple	Each	1	\$430.00	\$430.00
9	Willow Oak	Each	1	\$430.00	\$430.00
10	Cucumber Tree	Each	1	\$430.00	\$430.00
11	Japanese Zelcova	Each	1	\$430.00	\$430.00
12	Bloodgood London Plane Tree	Each	1	\$430.00	\$430.00
13	Tulip Poplar	Each	1	\$430.00	\$430.00
Other					
15	Green Giant – 8 feet	Each	1	\$450.00	\$450.00

Table 1: Fall 2026 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Table 2 – Spring and Fall 2027**Summary of Contract Quantities, Contract Unit Prices and Contact Sum**

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$440.00	\$440.00
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3	Service Berry Tree	Each	1	\$440.00	\$440.00
4	Okame Cherry	Each	1	\$440.00	\$440.00
5	Thornless Hawthorn	Each	1	\$440.00	\$440.00
6	American Hornbeam	Each	1	\$440.00	\$440.00
7	Yellow Wood	Each	1	\$440.00	\$440.00
8	Shantung Maple	Each	1	\$440.00	\$440.00
9	Willow Oak	Each	1	\$440.00	\$440.00
10	Cucumber Tree	Each	1	\$440.00	\$440.00
11	Japanese Zelcova	Each	1	\$440.00	\$440.00
12	Bloodgood London Plane Tree	Each	1	\$440.00	\$440.00
13	Tulip Poplar	Each	1	\$440.00	\$440.00
Other					
15	Green Giant – 8 feet	Each	1	\$460.00	\$460.00

Table 2: Spring and Fall 2027 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Table 3 – Spring 2028
Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$445.00	\$445.00
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3	Service Berry Tree	Each	1	\$445.00	\$445.00
4	Okame Cherry	Each	1	\$445.00	\$445.00
5	Thornless Hawthorn	Each	1	\$445.00	\$445.00
6	American Hornbeam	Each	1	\$445.00	\$445.00
7	Yellow Wood	Each	1	\$445.00	\$445.00
8	Shantung Maple	Each	1	\$445.00	\$445.00
9	Willow Oak	Each	1	\$445.00	\$445.00
10	Cucumber Tree	Each	1	\$445.00	\$445.00
11	Japanese Zelcova	Each	1	\$445.00	\$445.00
12	Bloodgood London Plane Tree	Each	1	\$445.00	\$445.00
13	Tulip Poplar	Each	1	\$445.00	\$445.00
Other					
15	Green Giant – 8 feet	Each	1	\$465.00	\$465.00

Table 3: Spring 2028 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

NON-COLLUSION AFFIDAVIT

Project: 2026-2028 Tree Purchasing and Planting Services
Creve Coeur, Missouri

STATE OF MISSOURI,

COUNTY OF ST. LOUIS,

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

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

SIGNED: [Signature]

Title: MANAGING PARTNER

Subscribed and sworn to before me this 15th day of JULY, 2026.

Seal of Notary

[Signature]
Notary Public



My Commission Expires: MAY 31, 2027

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

CONTRACTOR'S AFFIDAVIT FOR PUBLIC PROJECTS

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

The undersigned, being duly sworn, does state and depose as follows:

1. I am the Managing Partner (title) of One Vision, LLC.(company) which is a contractor on the **2026-2028 Tree Purchasing and Planting Services** and authorized to sign this Affidavit on the Company's behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

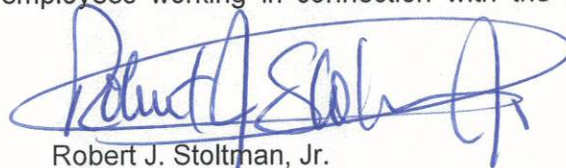
3. The Contractor and its subcontractors have Workers' Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

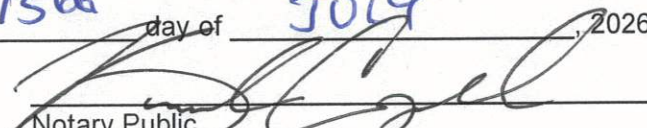
6. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.



Robert J. Stoltman, Jr.
 Authorized Officer of Contractor

Subscribed and sworn to before me this 15th day of JULY, 2026.



Notary Public
 My commission expires: MAY 31, 2027





CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 15th day of JULY, 2026, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, a ONE VISCON LLC with offices at 95 MAIN ST ST. CHARLES 63301 (hereinafter called the "Contractor"). The project identified as **2026-2028 Tree Purchasing and Planting Services** (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) General Conditions of City-Contractor Agreement
- 3) Non-Collusion Affidavit and Contractor Affidavit
- 4) All Addenda and all Modifications issued after execution of this Contract

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. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II**Scope of Work**

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

ARTICLE III**Time of Completion**

All time limits stated in the contract documents are of the essence. The work to be performed under the Contract shall be conducted on an as-needed bases during the specified planting seasons of 2026, 2027, and 2028 as defined in the project Job Special Provisions.

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 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 x dollars and y cents (\$ xxx.xxx.yy). The Contract unit prices and Contract item quantities are listed in Tables 1, 2, and 3 of this Agreement. These unit prices and item quantities form the basis of the Contract Sum, as described above and as illustrated in Tables 1, 2, and 3. All payments for the Work shall be based upon the Contract unit costs listed in Tables 1, 2, and 3.

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) All payments for the work shall be based on the unit prices in the bid.

- (2) Based on Applications for Payment submitted by the Contractor for work completed and accepted by the City, in accordance with the Contract Document, except as otherwise required by Section 8.960 RSMo. The City shall pay the contractor within thirty days (30) of the City's receipt of the Application for Payment.
- (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 Tables 1, 2, and 3 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) The Contractor will be required to supply and plant trees according to the Contract documents and Job Special Provisions.

Delays Beyond Contractor's Control

(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.

ARTICLE VI

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.

(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 Tables 1, 2, and 3 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 VII

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 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, 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.

(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 VIII

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. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

The contractor shall also meet the insurance requirements set forth by other entities, such as the Missouri Department of Transportation, from whom permits may be needed to perform portions of the work.

ARTICLE IX

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 X

Conflicts of Interest

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

ARTICLE XI

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 planting of trees by the type and locations specified by the City's Director of Public Works.

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

Table 1 – Fall 2026**Summary of Contract Quantities, Contract Unit Prices and Contact Sum**

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$430.00	\$430.00
2	Snowdrift Crabapple	Each	1	\$430.00	\$430.00
3	Service Berry Tree	Each	1	\$430.00	\$430.00
4	Okame Cherry	Each	1	\$430.00	\$430.00
5	Thornless Hawthorn	Each	1	\$430.00	\$430.00
6	American Hornbeam	Each	1	\$430.00	\$430.00
7	Yellow Wood	Each	1	\$430.00	\$430.00
8	Shantung Maple	Each	1	\$430.00	\$430.00
9	Willow Oak	Each	1	\$430.00	\$430.00
10	Cucumber Tree	Each	1	\$430.00	\$430.00
11	Japanese Zelcova	Each	1	\$430.00	\$430.00
12	Bloodgood London Plane Tree	Each	1	\$430.00	\$430.00
13	Tulip Poplar	Each	1	\$430.00	\$430.00
Other					
15	Green Giant – 8 feet	Each	1	\$450.00	\$450.00

Table 1: Fall 2026 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Table 2 – Spring & Fall 2027**Summary of Contract Quantities, Contract Unit Prices and Contact Sum**

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$440.00	\$440.00
2	Snowdrift Crabapple	Each	1	\$440.00	\$440.00
3	Service Berry Tree	Each	1	\$440.00	\$440.00
4	Okame Cherry	Each	1	\$440.00	\$440.00
5	Thornless Hawthorn	Each	1	\$440.00	\$440.00
6	American Hornbeam	Each	1	\$440.00	\$440.00
7	Yellow Wood	Each	1	\$440.00	\$440.00
8	Shantung Maple	Each	1	\$440.00	\$440.00
9	Willow Oak	Each	1	\$440.00	\$440.00
10	Cucumber Tree	Each	1	\$440.00	\$440.00
11	Japanese Zelcova	Each	1	\$440.00	\$440.00
12	Bloodgood London Plane Tree	Each	1	\$440.00	\$440.00
13	Tulip Poplar	Each	1	\$440.00	\$440.00
Other					
15	Green Giant – 8 feet	Each	1	\$460.00	\$460.00

Table 2: Spring and Fall 2027 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Table 3 – Spring 2028
Summary of Contract Quantities, Contract Unit Prices and Contact Sum

Annually, about thirty (30) trees are planted in the right-of-way in front of residential properties. For bidding purposes, base the price on a quantity of one (1) tree per each line item. Additional quantities will be based on submitted applications to the City's program and reactive needs.

Actual final quantities will be based on submitted applications and the City's needs.

Item Number	Item	Unit	Bid Quantity	Contract Unit Price	Item Subtotal
Size 2.5" to 3" Caliper Balled & Burlapped (B&B) Planted					
1	Native Redbud	Each	1	\$445.00	\$445.00
2	Snowdrift Crabapple	Each	1	\$445.00	\$445.00
3	Service Berry Tree	Each	1	\$445.00	\$445.00
4	Okame Cherry	Each	1	\$445.00	\$445.00
5	Thornless Hawthorn	Each	1	\$445.00	\$445.00
6	American Hornbeam	Each	1	\$445.00	\$445.00
7	Yellow Wood	Each	1	\$445.00	\$445.00
8	Shantung Maple	Each	1	\$445.00	\$445.00
9	Willow Oak	Each	1	\$445.00	\$445.00
10	Cucumber Tree	Each	1	\$445.00	\$445.00
11	Japanese Zelcova	Each	1	\$445.00	\$445.00
12	Bloodgood London Plane Tree	Each	1	\$445.00	\$445.00
13	Tulip Poplar	Each	1	\$445.00	\$445.00
Other					
15	Green Giant – 8 feet	Each	1	\$465.00	\$465.00

Table 3: Spring 2028 – Summary of Contract Quantities, Contract Unit Prices and Contact Sum

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

CITY OF CREVE COEUR

By: _____
Kris Simpson, City Administrator

By: _____
Jay Lancaster, PE, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By: _____
Signature

Robert J Stoltman, Jr.

Printed Name

Managing Partner

Title

Attest: _____
(SEAL)

Date: 7/15/2026



MEMORANDUM

DATE: July 27, 2026
TO: Kris Simpson, City Administrator
FROM: Jay Lancaster, Director of Public Works
CC: Dione Garson, Assistant Director of Public Works
Mike Fogg, Operations Superintendent
SUBJECT: Recommendation to Purchase New Takeuchi TL8R2 Skid Steer

RECOMMENDATION:

Public Works staff recommends the purchase of a 2026 Takeuchi TL8R2-CRHRP skid steer from Luby Equipment for a Missouri State Contract price of \$69,500 per the attached quote. This model has high flow hydraulics which allows more versatility with the attachments that can be used. This is replacing a 2012 Case skid steer which is currently used regularly by the Public Works department. The 2012 unit will then either be sold utilizing Purple Wave's public auction website, or be transferred to the golf course to replace their older (1999) John Deere unit. If transferred, the older John Deere Unit would be sold on Purple Wave.

If sold on Purple Wave, the 2012 Case unit is expected to bring around \$2,000, and the older John Deere unit is expected to bring \$1,000.

PROJECT FUNDING:

The City of Creve Coeur has a history of utilizing bids generated by MoDOT through the State of Missouri State Cooperative Procurement program. This program procures pricing for different vehicles and equipment on an as-needed basis and meets the city's purchasing policy requirements. The Missouri State Contract Number for this bid is 605CO23002439 with a price of \$69,500. The approved vendor is Luby Equipment.

This purchase is being funded through the City's Capital Improvement Program utilizing budget line item #02-61-71-9516 with a budget of \$70,000. Therefore, this purchase is within budget.

BACKGROUND INFORMATION:

To properly conduct the daily business of our Public Works maintenance staff, we utilize numerous vehicles and pieces of equipment. Replacement of these vehicles and equipment on a reasonable schedule is critical to being able to respond both proactively and reactively to the various demands on our Public Works Department. The use of a high flow hydraulics skid steer

is essential to Public Works operations. It allows for the use of more types of attachments, many of which are critical for our work.

BID SUBMITTALS:

This project utilized the Missouri State Contract bidding prices through the State of Missouri Cooperative Procurement Program. Therefore, traditional bidding documents and protocols were not necessary for this purchase.

ATTACHMENTS:

Resolution

Bid from Luby Equipment – Missouri State Contract Number: 605CO23002439 (7/8/26)

RESOLUTION NO. 1882

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH LUBY EQUIPMENT FOR THE PURCHASE OF A TAKEUCHI TL8R2 SKID STEER FOR AN AMOUNT OF \$69,500.00.

WHEREAS, the City Council of the City of Creve Coeur recognizes the need to provide quality equipment to city employees; and

WHEREAS, the purchase of a new Skid Steer will replace a 2012 Case Skid Steer and is necessary to allow employees to provide valuable city services; and

WHEREAS, the goods have been competitively bid as required by the City of Creve Coeur Code of Ordinance utilizing Missouri State Contract pricing; and

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

Section 1. The Contract between **Luby Equipment** and the City for the purchase of a 2026 Takeuchi TL8 Skid Steer per the sales order, attached hereto as “Exhibit A,” with a **contract sum of \$ 69,500.00**, 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 his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 27TH DAY OF JULY, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



EQUIPMENT

Sales Order - General Inform.

Missouri Locations

Fenton - 2300 Cassens Dr • Fenton, MO 63026
Phone: 636-343-9970 Fax: 636-343-4811
Cape Girardeau - 199 Airport Rd. • Cape Girardeau, MO 63702
Phone: 573-334-9937 Fax: 573-334-1077

Illinois Locations

Caseyville - 8853 Petroff Dr • Caseyville, IL 62232
Phone: 618-397-9971 Fax: 618-397-9947
Springfield - 4375 Camp Butler Rd. • Springfield, IL 62703
Phone: 217-744-2233 Fax: 217-744-0334
Quincy - 2625 North 24th St • Quincy, IL 62305
Phone: 217-222-5454 Fax: 217-222-5650

Contact Name	Bruce Parker	Order Date	7/8/2026	Tag#		Custom er PO#	
Business Name	City of Creve Coeur	Account #		Sales Representati ve		Tim Cullinane	
Purchaser's Add	996 Rue De La Blaque	Cit	Creve Coeur	State	MO	Zip	63141
Business Phone		Fax Number		Residence Phone		Coun	

Purchase Equipment

#New	Used	Demc		EQ #	Serial # / Attachment	Cash Price, EA. Item
1			Takeuchi TL8R2-CRHRP			
			TL8 Cab with Air Conditioning and Heater, Defroster, 15.2" Wide Tracks, Hydraulic Quick Attach, Roll Up Lexan Door, AM FM MP3 Radio, High Flow Auxiliary Hydraulics.(33GPM) - 76" HD Tooth Bucket. 3 Year / 3000 Hours Full Machine Warranty.			\$ 69,500.0
0						
0			Missouri State Contract Number: 605CO23002439			
0						

Trade-In Equipment

Year	Make, Model, Serial #, Hours	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller above describe and warrants and certifies it to be free and clear of liens, encumbrances, except to the extent shown.

I. Trade Allowance	\$	0.00
II. Less Amount Owed		
To	\$	
III. Net Trade Allowance	\$	0.00
IV. OTHER (Spec	\$	
	\$	
V. Trade Down Payment	\$	0.00

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCT WARRANTY or qualified new Case warranty. If qualified — month WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PUR SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PUR NEW - Other manufacturer's warranty.

USED - When the equipment covered by this order is used equipment, THE PURCHASER S1

EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENT

Equipment Subtotal	\$ 69,500.0
Transportation Expense	
Subtotal	\$ 69,500.0
Sales Tax (Rate	\$ -
Trade Down Payment	
Other Fees	
Total Price	\$ 69,500.0
Cash Down Payment	
Cash Due on Delivery	

This is a cash transaction. If the Purchaser so requests prior to acceptance Due on Delivery may be financed as a time sale transaction, subject to cr approval. If this transaction becomes a time sale, Purchaser agrees (1) to payments pursuant to the Terms & Conditions, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security int in the goods described herein until all obligations of Purchaser are paid in and discharged.

Notice to Purchaser

- 1 Caution. Do not sign this contract before you thoroughly read be or if it contains blank spaces, even if otherwise advised.
- 2 You are entitled to an exact and completely filled in copy of this when you sign it. Keep it to protect you legal rights.
- 3 General Manager signature required for final acceptance of Purc

ACCEPTED BY

PURCHASER'S

GENERAL MANAGER

DATE



MEMORANDUM

DATE: July 27, 2026
TO: Kris Simpson, City Administrator
FROM: Jay Lancaster, Director of Public Works
CC: Dione Garson, Assistant Director of Public Works
Mike Fogg, Operations Superintendent
SUBJECT: Recommendation to Purchase New CASE TL100 Mini Track Loader

RECOMMENDATION:

Public Works staff recommends the purchase of a 2026 CASE TL100 MTL mini track loader from Luby Equipment for a Missouri State Contract price of \$44,653.84 per the attached quote. This compact, ride-behind loader is ideal for use in our parks, the golf course and other areas where space is an issue, and a more narrow piece of equipment is required. We tested this model recently and found it to be very effective for some of the specialized work that is needed in tight or tough to reach spaces where large equipment is less effective or unable to access.

This is a new purchase and does not replace an older unit.

PROJECT FUNDING:

The City of Creve Coeur has a history of utilizing bids generated by MoDOT through the State of Missouri State Cooperative Procurement program. This program procures pricing for different vehicles and equipment on an as-needed basis and meets the city's purchasing policy requirements. The Missouri State Contract Number for this bid is JFB605C022002058 with a price of \$44,653.84. The approved vendor is Luby Equipment.

This purchase is being funded through the City's Capital Improvement Program utilizing budget line item #02-61-71-9516 with a budget of \$58,000. Therefore, this purchase is within budget.

BACKGROUND INFORMATION:

To properly conduct the daily business of our Public Works maintenance staff, we utilize numerous vehicles and pieces of equipment. In this case, the work needed in various area is not well supported by existing equipment. Therefore, staff researched and tested various equipment to find the best fit for the city's needs. The TL100 mini track loader was the ideal fit for the needs considered. This piece of equipment will be able to be used for street repairs, as well as, maintenance of various parks and the golf course. Its tracks combined with its narrow width allows for access in tight areas while less disruption to the existing conditions.

BID SUBMITTALS:

This project utilized the Missouri State Contract bidding prices through the State of Missouri Cooperative Procurement Program. Therefore, traditional bidding documents and protocols were not necessary for this purchase.

ATTACHMENTS:

Resolution

Bid from Luby Equipment – Missouri State Contract Number: JFB605C022002058
Quote #0702148488

RESOLUTION NO. 1883

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH LUBY EQUIPMENT FOR THE PURCHASE OF A CASE TL100 MINI TRACK LOADER FOR AN AMOUNT OF \$44,653.84.

WHEREAS, the City Council of the City of Creve Coeur recognizes the need to provide quality equipment to city employees; and

WHEREAS, the purchase of a new Mini Track Loader is necessary to allow employees to provide valuable city services; and

WHEREAS, the goods have been competitively bid as required by the City of Creve Coeur Code of Ordinance utilizing Missouri State Contract pricing; and

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

Section 1. The Contract between **Luby Equipment** and the City for the purchase of a 2026 CASE TL100 Mini Track Loader per the sales order, attached hereto as “Exhibit A,” with a **contract sum of \$ 44,653.84**, 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 his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 27TH DAY OF JULY, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



CUSTOMER INFORMATION:	DEALERSHIP
City of Creve Coeur 986 Rue De Banc Creve Coeur, MISSOURI 63141 USA	LUBY EQUIPMENT, LLC 2300 CASSENS DRIVE FENTON, MO 63026 US 636-343-9970 Email: Tcullinane@lubyequipment.com SALESPERSON: Tim Cullinane - 314.327.9598

Retail Offer Number:	0001151651-1	Retail Offer Valid to:	08/31/2026
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Description:	TL100W Creve
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UNITS OFFERED			
Unit # 1 CASE TL100 MTL		List Price	50,743.00
Vehicle / Quote Number:	0702148488	Offered Price	44,653.84
Sales Order Number:		MISSOURI STATE CONTRACT: # JFB605C022002058	
VIN/Serial #:			

Total	\$44,653.84
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Down Payment	\$-0.00
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Total Offer Value	\$44,653.84
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Vehicle Configuration

Vehicle / Quote Number: 0702148488						
NORMAL	NORMAL OFFER			483614	CUSTOMER PORTAL	
CASE	CASE			480042	CONNECTIVITY NA	
STAGE V	STAGE V			469716	FRONT ELECTRIC & DRAIN	543.00
CNH	CNH			469715	WIDE TRACK 250 MM	
	Base price	49,875.00		469719	AUTO ENGINE SHUTOFF	
747274	OVER SEA PROTECTION			747987	BASE MACHINE	
747460	OPERATORS MANUAL - ENGLISH			480047	DELUXE WIDE	
469718	WIDE COUNTERWEIGHT			469726	42" BOLT ON CUTTING EDGE	325.00
469720	STANDARD HYDRAULIC OIL			469723	42" DIRT BUCKET	
					Total List Price	\$50,743.00

NORMAL	NORMAL OFFER			483614	CUSTOMER PORTAL	
CASE	CASE			480042	CONNECTIVITY NA	
STAGE V	STAGE V			469716	FRONT ELECTRIC & DRAIN	543.00
CNH	CNH			469715	WIDE TRACK 250 MM	
	Base price	49,875.00		469719	AUTO ENGINE SHUTOFF	
747274	OVER SEA PROTECTION			747987	BASE MACHINE	
747460	OPERATORS MANUAL - ENGLISH			480047	DELUXE WIDE	
469718	WIDE COUNTERWEIGHT			469726	42" BOLT ON CUTTING EDGE	325.00
469720	STANDARD HYDRAULIC OIL			469723	42" DIRT BUCKET	
					Total List Price	\$50,743.00

CITY OF CREVE COEUR



MEMORANDUM

Date: July 20, 2026
To: Kris Simpson, City Administrator
From: Kevin Mulligan, Civil Engineer
CC: Jay Lancaster, Director of Public Works
Dione Garson, Assistant Director of Public Works
Subject: Recommendation to Pursue Cooperative Purchasing Agreement
2026 Microsurfacing Project

Staff Recommendation

City staff recommends the City enter into a contract with Donelson Construction for the not-to-exceed amount of \$179,008.04 for the 2026 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 2026 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 FY2027 capital improvement budget in account 02-61-71-9510 for streets and sidewalks.

The estimated cost for this project is \$179,008.04. The unit price for microsurfacing is \$7.51 per square yard, which is an increase of \$0.61 per square yard over the 2025 project. While the Donelson price has increased about 8%, 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 2018-2026 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:

Clarissa Drive	Phyllis Lane	Winfield Pointe Lane
Creekside Lane	Renee Lane	
Graeser Lane	Saucier Drive	
The Knolls Lane	South Graeser Road	
Martin Grove Lane	Warson Downs Road	
Oakhaven Lane	Windrush Creek East	

This project is part of the recommended FY2027 roadway maintenance program that was adopted by the City Council on April 13, 2026 by Resolution 1861. 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 2026)
March 2026.....Pavement program presentation to the City Council
April 2026.....Greene County/Donelson 2026 contract extension
May-July 2026.....Public Works staff prepare streets in the program
July 27, 2026.....Recommendation to City Council
September 2026.....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 FY2017-2026 Microsurfacing Projects, and staff expects that the City will receive the same results with the FY2027 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

RESOLUTION NO. 1884

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 2026 CONSTRUCTION SEASON.

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 2026 construction season through an amendment executed in April 2026; 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 \$ 179,008.04**, 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 his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry

RESOLUTION NO. 1884

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

ADOPTED THIS 27TH DAY OF JULY, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
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

AMENDMENT NUMBER 12 TO SOLE SOURCE CONTRACT

CONTRACT#: 16-0798
TITLE: Modified Aggregate Quick Set (MAQS)
AMENDMENT ISSUE DATE: 3/12/2026

CONTACT: Shelly Williamson
PHONE: (417) 868-4013
E-MAIL: swilliamson@greencountymo.gov

This Amendment Number 12 to Agreement for Sole Source Contract (the "Twelfth Amendment") is made and entered into as of March 12, 2026 by and between the County of Greene, ("County") and Donelson Construction, LLC ("Contractor"), for the purpose of amending the written "Agreement for Sole Source Contract" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

Purpose:

1. The contract term has been renewed for the period of May 1, 2026 through April 30, 2027.
2. "SCHEDULE OF PRICES" have been modified as described in the following pages.
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 Twelfth Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

DONELSON CONSTRUCTION, LLC

By:

Kilina Doldenberg
Purchasing Director

Date:

4/14/2026

By:

Michael J. Donelson

Title:

Member

Date:

4/17/2026

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.

Candace S. Davis
Auditor Certification

4/16/2026

Date



**Construction
Company, LLC**

1075 Wise Hill Road, Clever, MO 65631

Phone: (417) 743-2694

Fax: (417) 743-2945

**2026 Greene County Cooperative Agreement Pricing - Other Agencies
Distance from Clever, MO: 0 to 249 miles**

	<u>Modified Aggregate Quick</u>		<u>PressurePave Sealant</u>	<u>Hot Rubber Crack Filler</u>
	<u>Set (per yd²)</u>			
Level 1	MAQS - 1	\$ 5.04		
	MAQS - 1 +	\$ 5.30		
	MAQS - 2	\$ 5.52	\$1.30 per yd ²	\$1.30 per yd ²
	MAQS - 2 +	\$ 6.00		
	MAQS - 3	\$ 6.29		
	MAQS - FlexScratch (Same prices as above)			
Level 2	MAQS - 1	\$ 5.36		
	MAQS - 1 +	\$ 5.62		
	MAQS - 2	\$ 5.84	\$1.30 per yd ²	\$1.30 per yd ²
	MAQS - 2 +	\$ 6.32		
	MAQS - 3	\$ 6.75		
	MAQS - FlexScratch (Same prices as above)			
Level 3	MAQS - 1	\$ 5.91		
	MAQS - 1 +	\$ 6.17		
	MAQS - 2	\$ 6.39	\$1.30 per yd ²	\$1.30 per yd ²
	MAQS - 2 +	\$ 6.87		
	MAQS - 3	\$ 7.30		
	MAQS - FlexScratch (Same prices as above)			
Level 4	MAQS - 1	\$ 6.16		
	MAQS - 1 +	\$ 6.42		
	MAQS - 2	\$ 6.64	\$1.30 per yd ²	\$1.30 per yd ²
	MAQS - 2 +	\$ 7.12		
	MAQS - 3	\$ 7.55		
	MAQS - FlexScratch (Same prices as above)			
Level 5	MAQS - 1	\$ 6.58		
	MAQS - 1 +	\$ 6.84		
	MAQS - 2	\$ 7.06	\$1.30 per yd ²	\$1.30 per yd ²
	MAQS - 2 +	\$ 7.54		
	MAQS - 3	\$ 7.97		
	MAQS - FlexScratch (Same prices as above)			
Level 6	MAQS - 1	\$ 7.03		
	MAQS - 1 +	\$ 7.29		
	MAQS - 2	\$ 7.51	\$1.30 per yd ²	\$1.30 per yd ²
	MAQS - 2 +	\$ 7.99		
	MAQS - 3	\$ 8.42		
	MAQS - FlexScratch (Same prices as above)			



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

1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

July 6, 2026

Various streets

Kevin Mulligan
City of Creve Coeur
300 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®- \$1.30
MAQS®-2 Scratch \$7.51
PressurePave®-MAQS®-2 \$7.51

Renee Ln	From:	Olive Blvd	To:	Saucier Dr	Yd2:	1,852
MAQS-PressurePave®-	\$2,407.60				Scratch yd2:	-
MAQS®-2 Scratch	\$0.00					
PressurePave®-MAQS®-2	\$13,908.52					
Total	\$16,316.12					

Clarissa Dr	From:	Renee Ln	To:	Phyllis Ln	Yd2:	1,380
MAQS-PressurePave®-			\$1,794.00		Scratch yd2:	-
MAQS®-2 Scratch			\$0.00			
PressurePave®-MAQS®-2			\$10,363.80			
Total			\$12,157.80			

Phyllis Ln	From:	Clarissa Dr	To:	south CDS	Yd2:	1,389
MAQS-PressurePave®-	\$1,805.70				Scratch yd2:	-
MAQS®-2 Scratch	\$0.00					
PressurePave®-MAQS®-2	\$10,431.39					
Total	\$12,237.09					

Saucier Dr	From:	Renee Ln	To:	east CDS	Yd2:	1,159
MAQS-PressurePave®-			\$1,506.70		Scratch yd2:	-
MAQS®-2 Scratch			\$0.00			
PressurePave®-MAQS®-2			\$8,704.09			
Total			\$10,210.79			

Oakhaven Ln	From:	N Graeser Rd	To:	southwest 1/2 CDS	Yd2:	1,602
MAQS-PressurePave®-				\$2,082.60	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
PressurePave®-MAQS®-2				\$12,031.02		
Total				\$14,113.62		
Creskide Ln	From:	N Graeser Rd	To:	west RAB	Yd2:	1,125
MAQS-PressurePave®-				\$1,462.50	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
PressurePave®-MAQS®-2				\$8,448.75		
Total				\$9,911.25		
The Knolls Ln	From:	N Graeser Rd	To:	east RAB	Yd2:	1,132
MAQS-PressurePave®-				\$1,471.60	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
PressurePave®-MAQS®-2				\$8,501.32		
Total				\$9,972.92		
Graeser Ln	From:	N Graeser Rd	To:	west CDS	Yd2:	1,570
MAQS-PressurePave®-				\$2,041.00	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
PressurePave®-MAQS®-2				\$11,790.70		
Total				\$13,831.70		
S. Graeser Rd	From:	Brooktrail Ct	To:	south RAB	Yd2:	3,277
MAQS-PressurePave®-				\$4,260.10	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
PressurePave®-MAQS®-2				\$24,610.27		
Total				\$28,870.37		
Windrush Creek	From:	N Graeser Rd	To:	northeast RAB	Yd2:	1,547
MAQS-PressurePave®-				\$2,011.10	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
PressurePave®-MAQS®-2				\$11,617.97		
Total				\$13,629.07		
Winfield Pointe Ln	From:	N Graeser Rd	To:	N Graeser RD	Yd2:	1,736
MAQS-PressurePave®-				\$2,256.80	Scratch yd2:	130
MAQS®-2 Scratch				\$976.30		
PressurePave®-MAQS®-2				\$13,037.36		
Total				\$16,270.46		
Martin Grove Ln	From:	N Graeser Rd	To:	west RAB	Yd2:	1,039
MAQS-PressurePave®-				\$1,350.70	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
PressurePave®-MAQS®-2				\$7,802.89		
Total				\$9,153.59		

Warson Downs Rd	From:	N Warson Rd	To:	west RAB	Yd2:	1,307
MAQS-PressurePave®-				\$1,699.10		
MAQS®-2 Scratch				\$818.59	Scratch yd2:	109
PressurePave®-MAQS®-2				\$9,815.57		
Total				\$12,333.26		

GRAND TOTAL: \$179,008.04

EXHIBIT B**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2026, 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 **2026 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 #12
- 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 one-hundred-seventy-nine thousand, eight dollars and four cents (\$ 179,008.04). 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.
- (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
Clarissa Drive	Entire street
Creekside Lane	Entire street
Graeser Lane.....	Entire street
The Knolls Lane.....	Entire street
Martin Grove Lane.....	Entire street
Oakhaven Lane	Entire street
Phyllis Lane	Entire street
Renee Lane.....	Entire street
Saucier Drive	Entire street
South Graser Road.....	South of Brooktrail Court
Warson Downs Road.....	Entire street
Windrush Creek East.....	Entire street
Winfield Pointe 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 **	20,115	SY	\$7.51	\$ 151,063.65
MAQS-2 Scratch Application	239	SY	\$7.51	\$ 1,794.89
PressurePave Application	20,115	SY	\$1.30	\$ 26,149.50
NOT-TO-EXCEED CONTRACT SUM:				\$ 179,008.04

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

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

CITY OF CREVE COEUR

By: _____
Kris Simpson, City Administrator

(SEAL)

By: _____
Jay Lancaster, Director of Public Works

Attest: _____
City Clerk

Date: _____

DONELSON CONSTRUCTION COMPANY, LLC

By: _____
Signature

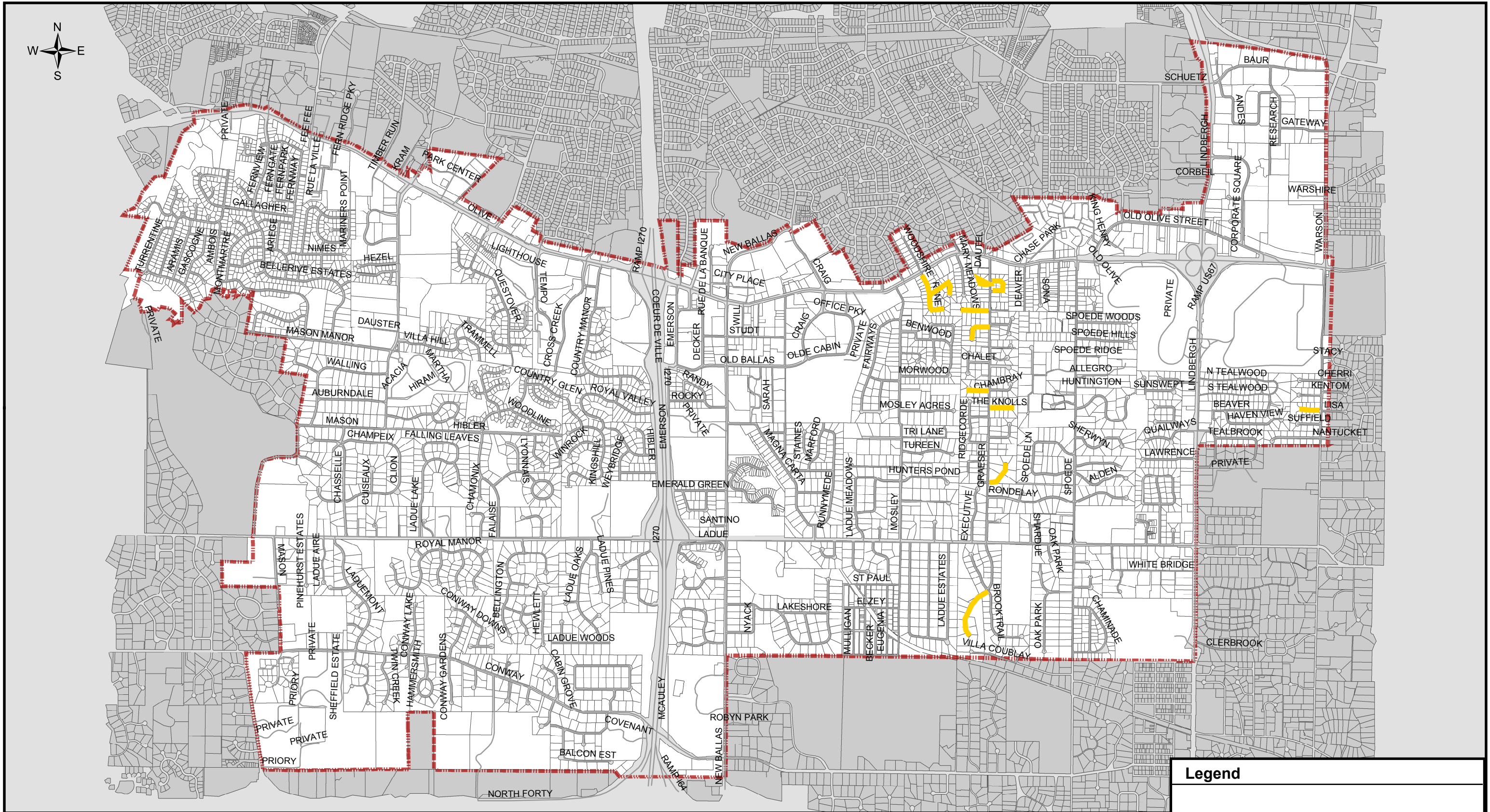
Printed Name

Title

(SEAL)

Attest: _____

Date: _____



Project Locations



MEMORANDUM

DATE: July 14, 2026
TO: Jeffrey Hartman, Chief of Police
FROM: Captain Tim Koncki
CC:
SUBJECT: Planned Purchase of Police Department Patrol Vehicles

RECOMMENDATION:

It is my recommendation that the City purchase from Sam Scism Motors, Inc., under statewide contract MC260035007 - four (4) 2027 Ford Explorer Hybrid Police Interceptors.

PROJECT FUNDING (If Applicable):

Approved FY 2026-2027 Budget:

- Account **#01-21-22-9502 (Police – Patrol – Vehicles)**
- Total amount budgeted: **\$195,000**
- Contract Price per Ford PIU vehicle: **\$45,376.63**
- Total Purchase Cost: **\$181,506.52**

BACKGROUND INFORMATION:

The Police Department established a plan to purchase four new patrol vehicles annually, which results in a regimented and consistent life cycle for the entire fleet. The Ford Explorer Hybrid Police Interceptor has been a reliable patrol vehicle offering a balance of performance and fuel efficiency. It is capable of responding in all weather conditions with all-wheel drive capability, and has sufficient cargo space to meet the demands of the equipment needed for each patrol vehicle. They are the predominant vehicle in the fleet and continue to meet expectations.

BID SUBMITTALS (If Any):

Quote from Sam Scism Motor, Inc. for a Police Interceptor Utility (Hybrid).

PROJECT SCHEDULE (If Applicable):

Upon approval of purchase, the estimated delivery time is 90 days. Upon delivery, the vehicles are sent for upfitting to install all necessary equipment. The time frame for upfitting varies based on regional demand for services from the vendor.

ATTACHMENTS:

Statewide Contract Notification – New Motor Vehicles

Quote – Sam Scism Motors, Inc. - Police Interceptor Utility (Hybrid)

City Council Resolution

RESOLUTION NO. 1885

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE PURCHASE OF FOUR 2027 FORD POLICE UTILITY HYBRID VEHICLES FROM SAM SCISM MOTORS, INC. FOR THE TOTAL AMOUNT OF \$181,506.52 PURSUANT TO THE CURRENT MISSOURI STATEWIDE CONTRACT.

WHEREAS, in the interest of public safety, the police department requires reliable police vehicles to effectively respond to calls for service and patrol the City; and

WHEREAS, the Police Department has established a fleet management plan that involves purchasing four new patrol vehicles annually to maintain a regimented and consistent life cycle for the entire fleet; and

WHEREAS, the Ford Explorer Hybrid Police Interceptor has proven to be a reliable vehicle for the department, offering a balance of performance and fuel efficiency, all-wheel drive capabilities for diverse weather conditions, and sufficient cargo space to meet the demands of police equipment; and

WHEREAS, the Police Department recommends purchasing these vehicles from Sam Scism Motors, Inc. under the statewide contract MC260035007 for the contract price per vehicle is \$45,376.63, resulting in a total purchase cost of \$181,506.52; and

WHEREAS, sufficient funding for this purchase is available in the approved FY 2026-2027 Police Department Budget under Account #01-21-22-9502, which has a total budgeted amount of \$195,000;

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

Section 1. The City Council hereby authorizes the purchase of four (4) 2027 Ford Explorer Hybrid Police Interceptors from Sam Scism Motors, Inc., under statewide contract MC260035007.

Section 2. The approval of this amount is not to exceed the amount of \$181,506.52, pursuant to a quote dated 07/07/2026 and changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized.

Section 3. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

RESOLUTION NO. 1885

ADOPTED THIS 27TH DAY OF JULY, 2026

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



Preview Order 7071 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 07/07/2026 10:13:59 Receipt: NA

Sales Code : F53784

Dealership Name: Sam Scism Motors, Inc.

Dealer Rep.	Matthew Eaton	Type	Fleet	Vehicle Line	Explorer	Order Code	7071
Customer Name	Creve Coeur	Priority Code	J2	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$49050	NOISE SUPPRESSION BOND STRAPS	\$100
.119 INCH WHEELBASE	\$0	REAR LIGHTING SOLUTION	\$460
TOTAL BASE VEHICLE	\$49050	REAR DR HANDL AND LOCKS INOPR	\$100
SILVER GREY METALLIC	\$0	PRICE CONCESSION INDICATOR	\$0
CLOTH BUCKETS/VINYL REAR SEATS	\$0	REMARKS TRAILER	\$0
ONYX INTERIOR	\$0	FRONT LICENSE PLATE BRACKET	\$0
EQUIPMENT GROUP 500A	\$0	50 STATE EMISSIONS	\$0
.FM STEREO	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.3.3L HYBRID ENGINE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.10-SP MODULR HYBRD AUTO TRN	\$0	FUEL CHARGE	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
GLOBAL LOCK/UNLOCK	\$0	PRICED DORA	\$0
FRONT WARNING AUX LIGHT	\$580	ADVERTISING ASSESSMENT	\$0
DRIVER SIDE LED SPOT LAMP	\$450	DESTINATION & DELIVERY	\$1795
KEYED ALIKE -KEY CODE E	\$50		
			MSRP
TOTAL BASE AND OPTIONS			\$52585
DISCOUNTS			NA
TOTAL			\$52585

ORDERING FIN: QF600 END USER FIN: QF600

INCENTIVES

Acc. Code ID :10 Contract/Ref # :13-103V Bid Date :05/15/26State : MO

DISCOUNTS:

\$-3500.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

\$45,376⁶³

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

MC260035007			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00104932/1009282			
Contractor Name: Sam Scism Motors, Inc.			
Contractor Address: 5019 Flat River Road Farmington, MO 63640			
Contact Information: Matthew Eaton 573-431-7634 meaton@scismford.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No