

**MONDAY, JULY 15, 2024 7:00 P.M.**  
**BOARD OF ALDERMEN**  
**MINUTES**

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MAYOR MIKE WILCOX

ALDERMAN PAUL ROETTGER

ALDERMAN AARON NAUMAN

ALDERMAN LISA CAPSHAW CUSHING

ALDERMAN BERRY LANE

ALDERMAN TONY ROBERTS

ALDERMAN WHITNEY ROPER

CITY ATTORNEY, JIM HETLAGE  
CITY ADMINISTRATOR, FRANK JOHNSON  
DEPUTY CITY CLERK, JOANNE CARR

MEETING CALLED TO ORDER

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The meeting was called to order at 7:00 PM by Mayor Wilcox.

ROLL CALL

Present: Alderman Capshaw Cushing, Alderman Lane, Alderman Nauman, Alderman Roettger, Alderman Roberts

Absent: Alderman Roper

Present: Frank Johnson, City Administrator; Mr. Hetlage, City Attorney; Terry Jones, Superintendent of Public Works; Brandon Trusty, Maintenance; Chief Jeff Beaton, Police Department; Joanne Carr, Deputy City Clerk

APPROVAL OF TENTATIVE AGENDA

Mayor Wilcox asked if there were any changes or corrections to the Agenda for the July 15, 2024, meeting. Alderman Roettger moved approval of the agenda for the meeting. Alderman Lane seconded the motion which was unanimously approved.

APPROVAL OF THE MINUTES FROM JUNE 17, 2024, MEETING

Mayor Wilcox asked if there were any changes or corrections to the Board minutes from the June 17, 2024, meeting. Alderman Nauman moved approval of the minutes with some changes. Alderman Capshaw Cushing seconded the motion, which was unanimously approved.

CITIZEN COMMENTS

None

TREASURER'S REPORT – JUNE 2024

Mr. Johnson reported that this report marks the end of the fiscal year, with more of the same results as noted in previous monthly reports. Mr. Johnson reported that there was a \$78,000 surplus in the general fund compared to \$168,000 in 2023 noting that \$600,000 had been moved into the Capital Fund. Mr. Johnson reported that deposits, taxes and investments continue to show healthy growth.

Alderman Roper joined the meeting virtually via Zoom.

## RESOLUTIONS

R20-24            A RESOLUTION AUTHORIZING A CONTRACT WITH  
PARKING LOT MAINTENANCE (PLM) FOR  
CRACKSEALING, SEALCOATING AND RE-STRIPING OF  
THE CITY HALL COMPLEX PARKING LOTS

Alderman Lane moved approval of the reading of Resolution R20-24. Alderman Nauman seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson stated this resolution was for maintenance work totaling \$4,550.00 for both parking lots at City Hall, which if approved would begin Monday through Thursday next week.

Mayor Wilcox asked if there were any other questions or discussions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

R21-24            A RESOLUTION AUTHORIZING TASK ORDER NO. 19 WITH  
LOCHMUELLER GROUP FOR THE DEVELOPMENT OF NEW  
IDENTIFIED PROJECTS FOR THE STORMWATER MASTER  
PLAN

Alderman Nauman moved approval of the reading of Resolution R21-24. Alderman Roettger seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that this resolution is related to adding two additional projects to the Stormwater Master Plan (SWMP).

Mr. Jones reported that the SWMP was a fluid document which could have additional projects added, noting that Clif Side Drive at Elm had an undersized culvert which has been identified by MSD. Mr. Jones stated that Lochmueller Group would look at the analysis, construction costs and format it into the City's program. Mr. Jones stated that likewise, the small culvert at Glen Elm and Glenway has been identified. Mr. Jones stated that the City did not know the details of the repairs yet for Glen Elm adding that MSD had not looked as yet. Mr. Jones stated that a study will be completed to determine the cost, which is the purpose of the resolution. Mr. Jones stated if the projects are too costly for the City to fund directly, the City and Lochmueller could submit to MSD for possible grant money.

Alderman Roettger asked if these plans would be added to any potential streets bond, if there was a bonding agency, and if Lochmueller would be brought in to review. Mr. Jones stated that the stormwater plans would need to be within reason and related to the roadway. Mr. Johnson stated that the purpose prior to moving forward with the bond was to identify potential eligible projects and a total overall cost.

Alderman Roettger asked if the culvert gets widened, will the study include analysis of how downstream culverts, etc., will be affected. Mr. Jones stated the study would be broad.

Mayor Wilcox asked if there were any other questions or discussions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

R22-24            A RESOLUTION AUTHORIZING A CONTRACT WITH  
CROWN STAFFING TO PROVIDE TEMP FOR HIRE  
SERVICES

Alderman Lane moved approval of the reading of Resolution R22-24. Alderman Roper seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson stated that the Public Works department had been attempting to hire with a traditional job posting with negative results, and looked at other options which might work for the City. This contract would provide temporary hires at \$20.80 per hour, with a minimal markup paid to the staffing company. Mr. Johnson reported that the City received four bids with Crown Staffing offering a professional proposal, with the lowest mark up. Mr. Johnson reported that Crown Staffing had everything the City was looking for and would send qualified people, based on our job description adding that if the person didn't fit, another candidate would be sent. It was noted that if the City found someone who fit, following 13 weeks under contract, the City could hire them full time. Mr. Jones stated that the contract could be cancelled at any time. Alderman Capshaw Cushing stated that it was a good idea.

Mayor Wilcox asked if there were any other questions or discussions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

R23-24            A RESOLUTION AUTHORIZING A CONTRACT FOR  
CONSTRUCTION ENGINEERING SERVICES AND OVERSITE  
SERVICES WITH LOCHMUELLER GROUP FOR THE EAST ESSEX  
AVENUE RECONSTRUCTION PROJECT (TASK ORDER #18)

Alderman Nauman moved approval of the readings of Resolution R23-24, R24-24, R25-24 under one motion. Alderman Capshaw Cushing seconded the motion.

Mayor Wilcox asked for a report.

Mr. Jones reported that with Surface Transportation Program (STP) projects, every new project item needed to be reviewed and approved adding that the East Essex project is a joint venture with Kirkwood and is coordinated in all aspects with Kirkwood. Mr. Jones stated that the project is currently out to bid until July 26<sup>th</sup> and Kirkwood has agreed to the costs for services for each City. Mr. Jones stated that the Board authorized Lochmueller to study the project, and that the project concessions which had to be made with residents included items that required engineering. Mr. Jones also stated that Lochmueller would be authorized to oversee day-to-day operations, handle compliance, and documentation, etc. Mr. Jones reported that this was a long-term project, adding that there would be federal reimbursement and noted that all numbers have been budgeted. Mr. Jones stated that each subsequent resolution tied into the East Essex project agreement with Kirkwood with Lochmueller Group acting as the City's Engineer adding that the memos included in the Board packet detailed all agreements.

Mayor Wilcox asked if there were any other questions or discussions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

R24-24                    A RESOLUTION AUTHORIZING SUPPLEMENTAL AGREEMENT #2 TO THE ENGINEERING SERVICES CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH LOCHMUELLER GROUP PERTAINING TO THE EAST ESSEX ROAD SURFACE TRANSPORTATION PROGRAM PROJECT

Alderman Nauman moved approval of the reading of Resolution R24-24. Alderman Capshaw Cushing seconded the motion.

Mayor Wilcox asked for a report.

The report was incorporated above and with a voice vote, unanimously approved.

R25-24                    A RESOLUTION AUTHORIZING INTERGOVERNMENT AGREEMENT #3 PERTAINING TO THE JOINT VENTURE WITH THE CITY OF KIRKWOOD FOR THE EAST ESSEX AVENUE ROAD SURFACE TRANSPORTATION PROJECT

Alderman Nauman moved approval of the reading of Resolution R24-24. Alderman Capshaw Cushing seconded the motion.

Mayor Wilcox asked for a report.

The report was incorporated above and with a voice vote, unanimously approved.

## REPORTS

### Mr. Johnson

Mr. Johnson reported that his weekly report was included in the packet, adding that there was one other item to report related to concerns about vehicle maintenance. Mr. Johnson stated that the Public Works department had been doing the work but has had trouble filling the position of maintenance mechanic. Mr. Johnson stated that Officer Brian Melugin has been tapped to take over the role during his off hours and noted that Officer Melugin has extensive experience and will conduct basic maintenance of police vehicles. Mr. Johnson stated that Officer Melugin worked in Public Works with another municipality before becoming a police officer and was confident Officer Melugin would do a good job. Mr. Jones stated that Officer Melugin had taken up Ian Martin's spot at the PW yard, was respectful of the area and had already repaired a water pump and caliper for the Police Department. Mr. Jones stated that Officer Melugin does a good job and does not take much time adding that last month 8 hours were booked.

Mr. Johnson reported that there would be an appreciation BBQ on Thursday at noon to celebrate the Police Department accreditation and employee appreciation. The Board is invited to attend.

### Ms. Carr

Ms. Carr reported that she would be retiring on August 6, 2024.

### Alderman Roettger

Alderman Roettger congratulated Ms. Carr on her retirement.

### Alderman Roper

Alderman Roper reported that she appreciated that the tree which fell on Berrywood was quickly removed by Public Works. Alderman Roper congratulated Ms. Carr.

### Alderman Lane

Alderman Lane congratulated Ms. Carr on her retirement.

### Alderman Capshaw Cushing

Alderman Capshaw Cushing thanked Ms. Carr for her service.

### Alderman Roberts

Alderman Roberts thanked Mr. Jones for his informative communication regarding the Dwyer Road project and hoped that there would be no pushback.

### Alderman Nauman

### Mayor Wilcox

Mayor Wilcox reported that he would be attending the appreciation lunch and hoped the Board would attend, reported that the event titled Tons of Trucks would be held on August 10, 2024 at the Kirkwood Early Childhood Center Campus. Mayor Wilcox noted that this was a new event organized by Ms. Darmody and the Kirkwood PTO.

EXECUTIVE SESSION

Alderman Lane moved to adjourn to Executive Session. Alderman Capshaw Cushing seconded the motion. There being no further questions or discussion, Mayor Wilcox called for a vote:

Ayes: Alderman Nauman, Alderman Lane, Alderman Capshaw Cushing, Alderman Roper, Alderman Roettger, Alderman Roberts

Nays: None

ADJOURNMENT

Alderman Lane moved to adjourn the meeting, seconded by Alderman Nauman. The motion was unanimously approved.

These minutes are approved/amended as submitted this 5th day of August, 2024.

Joanne Carr  
Deputy City Clerk



**Internal Memorandum**

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TO: Frank Johnson, City Administrator  
FROM: Terry Jones, Public Works Superintendent *TJ*  
DATE: July 29, 2024  
RE: Purchase Recommendation – 2024 550 Series Dump Truck

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Frank,

The 2024-25 CIP includes \$110,000 in line item 90-060-44020, “Capital Exp. Automotive Equipment” for the purchase of a new 2024 cab and chassis, dump body, snowplow, salt spreader, and for the labor to marry the equipment to the cab and chassis.

The intent of the new truck purchase is to replicate and replace another 550 series dump truck that has been in the city fleet since 2009.

Dump trucks do not arrive from the manufacturer as a finished unit. Cabs and chassis are purchased from a truck dealer and then outfitted with the desired equipment. Therefore, bids were sought for each component:

**Cab and Chassis: (19,000 GVWR)**

Suntrup Ford of Kirkwood: \$59,220.00  
Glendale Chrysler: \$59,205.43  
Broadway Truck Centers: \$56,800.00

**Dump Body, Snowplow, Salt Spreader, & Labor:**

Woody’s Municipal Supply: \$53,985.00  
Kranz Automotive: \$52,700.00  
Knapheide: \$48,298.00

The bids provided by Broadway Truck Centers and Knapheide provide the lowest combined cost at \$105,098.00 (providing a 4% project contingency) and meets the specifications desired by the city.

If approved, Knapheide projects delivery of a finished unit by December 2024. Once received, the city will declare the 2009 unit as surplus property and sell the unit using the online auction site, GovDeals.com.

I recommend the city approve the following Contracts:

- Purchase of 2024 Ford F550 cab and chassis from Broadway Truck Centers as outlined in the Proposal at a price of \$56,800.00
- Authorization of Knapheide Quotation QU-45-564446-1 which includes the purchase and installation of the components listed below at an estimated cost of \$48,298.00:
  - 9' dump body
  - PTO hydraulic system
  - 9' snowplow
  - Stainless steel salt spreader

The combined estimated cost of \$105,098.00 is to be charged against CIP line item 90-060-44020, "Capital Exp. Automotive Equipment".

The Proposal from Broadway Truck Centers and Quotation from Knapheide are attached to this memo.

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING A CONTRACT WITH BROADWAY TRUCK  
CENTERS AND KNAPHEIDE FOR THE PURCHASE OF A NEW 550 SERIES  
DUMP TRUCK

**WHEREAS**, the City's adopted Annual Budget for Fiscal Year 2024-2025 provides an appropriation of One Hundred Ten Thousand Dollars (\$110,000.00) from the General Fund for the purchase of a new 2024 cab and chassis, dump body, snowplow and salt spreader, and the labor to marry the equipment to the cab and chassis;

**WHEREAS**, City staff sought bids for the cab and chassis and for the dump body, snow plow, salt spreader and labor and received three responses:

**Cab and Chassis: (19,000 GVWR)**

<u>Vendor</u>	<u>Bid Price</u>
Suntrup Ford of Kirkwood:	\$59,220.00
Glendale Chrysler:	\$59,205.43
Broadway Truck Centers:	\$56,800.00

**Dump Body, Snowplow, Salt Spreader and Labor:**

<u>Vendor</u>	<u>Bid Price</u>
Woody's Municipal Supply:	\$53,985.00
Kranz Automotive:	\$52,700.00
Knapheide:	\$48,298.00

**WHEREAS**, after reviewing the submitted proposals, staff recommend the proposals from Broadway Truck Centers and Knapheide be accepted and approved by the Board of Aldermen.

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

**SECTION ONE:**

The Board of Aldermen of the City of Glendale, Missouri, approves the proposal from Broadway Truck Centers for the purchase of a new 2024 550 series dump truck cab and chassis and the proposal from Knapheide for the dump body, snowplow and salt spreader and the labor to marry the equipment to the cab and chassis.

**SECTION TWO:**

The City Administrator and other appropriate officers, agents and employees of the City are authorized to execute an agreement with Broadway Truck Centers and Knapheide, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**SECTION THREE:**

The cost of work completed under said contract shall be charged against the City's General Fund, budget account 90060-44020.

This Resolution Passed and Approved this 5<sup>th</sup> day of August, 2024.

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Michael A. Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator/City Clerk



**BROADWAY TRUCK CENTERS**  
 812 E Taylor Avenue . St Louis, MO 63147  
 314-241-9140 Fax: 314-241-3928  
 www.broadwaytruck.net



DATE: 07/16/2024

**MOTOR VEHICLE PROPOSAL**  
**DESCRIPTION**

TO: (Firm or Individual's Name)

FLEET ONLY

City of Glendale	MAKE: <u>FORD</u>	STOCK NO: <u>Order F550</u>
424 N Sappington Rd	MODEL: <u>F550</u>	SALES EXEC: <u>Anthony Feole</u>
Glendale MO 63122	YEAR: <u>2024</u>	TERMS: _____
PHONE: <u>(314) 575-3282</u>	COLOR: <u>White</u>	MILES: <u>21</u>
FAX: _____	TYPE: <u>F5G</u>	GVW: <u>19000</u> W.B. <u>145</u>

CONTACT NAME Terry Jones	CUSTOMER E-MAIL tjones@glendalemo.org	SERIAL NO. ORDER F550
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We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B :

FIN CODE	<b>QG372</b>			Truck Selling Price:	\$	\$56,800.00
				Tax, Title and License	\$	\$0.00
				** Admin Fee:	\$	\$0.00
MISSOURI QUALIFIED VENDOR NUMBER:				Accessories:	\$	
CC240138002				Total Selling Price:	\$	\$56,800.00
				Factory Rebates:	\$	
MISSOURI BID BUY SYSTED ID: MD00089574						
				Less Trade-In:	\$	
				Net Selling Price:	\$	\$56,800.00
				Cash Down :	\$	
ALL GOVERNMENT DISCOUNTS APPLIED				Trade Payoff:	\$	
MSRP:\$59,165.00						
AFTER DISCOUNT: \$56,800.00				Service Contract:	\$	\$0.00
				Balance Due:	\$	\$56,800.00

**DESCRIPTION OF TRADE-IN**

YEAR	MAKE	MODEL	TYPE	SERIAL NO.
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THIS IS OUR FIRM PRICE TODAY WITH THE EXCEPTION OF GOVERNMENT MANDATED EQUIPMENT. INCREASES FOR CHANGES IN STANDARD EQUIPMENT, AND INCREASES IN TRANSPORTATION COST.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ON THE SECOND PAGE WHICH CUSTOMER ACKNOWLEDGES HAVE BEEN READ AND ARE PART OF THIS AGREEMENT

<b>ACCEPTED</b>		<b>BROADWAY TRUCK CENTERS</b>	
FIRM NAME		This proposal is not binding upon seller unless signed by one of our managers.	
BY _____		APPROVED	
OFFICIAL TITLE	DATE	OFFICIAL TITLE	

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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430

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**Client Proposal**

Prepared by:  
Anthony Feole  
Office: 314-241-9140  
Quote ID: Glendale1  
Date: 07/16/2024





Prepared by: Anthony Feole

07/16/2024

Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147

## 2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: Glendale1

### As Configured Vehicle

Code	Description	MSRP
F5G	Base Vehicle Price (F5G)	\$54,345.00
660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - Tires: 225/70Rx19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$395.00
68U	GVWR: 19,000 lbs Payload Upgrade Package <i>Includes upgraded frame and upgraded rear-axle. Note: See Order Guide Supplemental Reference for further details on GVWR and payload ranges.</i>	\$815.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
51D	Spare Tire & Wheel Delete (Regional) Only available to pool accounts for sales to Rhode Island.	-\$85.00
L	Vinyl 40/Mini-Console/40 Front Seat <i>Includes driver's side manual lumbar.</i>	\$355.00
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Anthony Feole  
07/16/2024

Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: Glendale1

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes:</i> - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	
473	Snow Plow Prep Package	\$250.00
	<i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.</i>	
61J_	6-Ton Hydraulic Jack (Regional) Standard in Rhode Island.	N/C
86M	Dual 68 AH/65 AGM Battery	\$210.00
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
LS_02	Medium Dark Slate w/Vinyl 40/Mini-Console/40 Front Seat	N/C

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Prepared by: Anthony Feole

07/16/2024

Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: Glendale1

### As Configured Vehicle (cont'd)

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
SUBTOTAL		\$57,170.00
Destination Charge		\$1,995.00
<b>TOTAL</b>		<b>\$59,165.00</b>

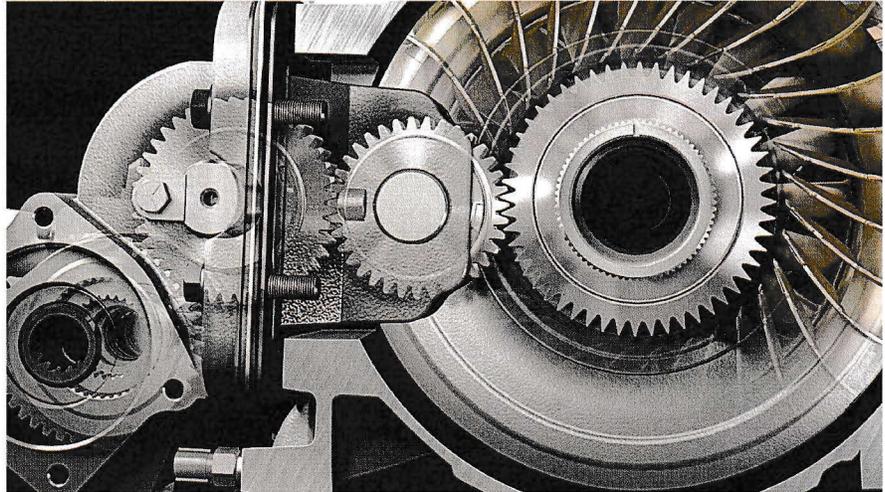
Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Power Takeoff (PTO) Provision

The standard PTO provision allows for installation of a transmission-mounted PTO unit (not included, aftermarket installation required).

- 10-bolt design for increased torque output
- Mobile and stationary capability from "live" PTO operation anytime the engine is running, regardless of vehicle speed
- Provides the capability to power PTO-driven accessories with maximum flexibility, such as dump bodies, sprayer pumps, generators, salt spreaders and snow plows
- Upfitter switches may be used as PTO control switch(es)
- PTO torque ratings:
  - Stationary: 300 lb.-ft. (diesel), 250 lb.-ft. (gas)
  - Mobile: 150 lb.-ft. (diesel), 125 lb.-ft. (7.3L gas)
- The 10-speed transmission is also designed to operate split-shaft PTO units



For availability of product features, please see Availability by Model and/or the [Dealer Ordering Guide](#).

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Seller: Knapheide Truck Equipment Center St.Louis  
 10101 MID RIVERS MALL DR  
 SAINT PETERS, MO 63376-3975  
 www.knapheide.com

**QUOTE:**  
**QU-45-564446-1**  
**Quote Expiration:**  
**08/15/2024**

**Contact(s): Steve Sullentrup**  
 ss049t@knapheide.com  
 3144356079

**Steve Sullentrup (Inside Sales)**  
 ss049t@knapheide.com  
 6366971905

**Steve Sullentrup (Outside Sales)**  
 ss049t@knapheide.com  
 3144356079

**Customer: Glendale City Of**

**ID:** 100142  
**Address:** 424 N SAPPINGTON RD  
 SAINT LOUIS, MO 63122-4763

**Phone:** 3149653600  
**Contact:** Terry Jones

**Terms:** NET 30 DAYS  
**Bid Spec:**

**Description:** Knapheide KDBF 916

**Quote Information:**

**Customer Request Date:**  
**Quote Completed Date:**  
**# of Units:** 1

**Delivery Information:**

**Total Price Includes F.O.B.:**  
**Ship Via:**  
**Ship To:** Glendale City Of  
 424 N SAPPINGTON RD  
 SAINT LOUIS, MO 63122-4763

**Vehicle Information:**

**Make:** Ford  
**Chassis Type:** Chassis Cab  
**Rear Axle Type:** DRW  
**Fuel Type:** Diesel  
**GVWR:** 19500

**Model:** F-550  
**Cab Type:** Regular  
**Drivetrain:** 4x4  
**Transmission Type:** Auto

**Year:** 2024  
**Cab to Axle:** 60  
**Engine Size:** 6.7  
**Wheelbase:** 145.3

Item	Description	Quantity	Unit Price	Total
PACKAGE	KDBF916 9' Dump Body with 16" Fixed Sides (Ford Diesel) 3.22 Cu. Yd. Volume 16" Side Height, 22" Tailgate Height Straight Cab Shield with Punched Window Tapered Top Rail to Prevent Debris Build-up Quick Release, Double Acting, Double Panel Tailgate Toe Saver Brackets Located on Both Sides of End Rail for Operator Safety 7 Gauge HRCQ Steel Floor with Full Seam Weld Down Center 10 Gauge High Tensile Steel Quarter Cab 12 Gauge High Tensile Steel Sides Trapezoidal, 7" Long Sills Side Board Openings Mud Flaps Included LED Flush Mount Lights with Automotive Wire Harness Factory Supplied Backup Camera Installed if Ordered with Chassis K-Coat Corrosion Protection with Knapheide's Exclusive 12-Stage Electro-Coating Prime Paint System Base Package Includes 20K Plate Hitch for bolt on combo/pintle with Integrated ICC and , 7-way Flat Trailer Plug, Body Fully Undercoated Finish Painted Black (Single Stage Enamel) ~Additional Paint Charges May Apply to Non-Standard Paint Colors	1.00		
PACKAGE	Additional items			
32009550	ECCO ED3706A STROBE mounted on hood 1 ea side	2.00		
33566810	Pintle Hook Combo, Buyers 10052 10-Ton Capacity 2" Ball Mounting Kit Included Weight: 20.3lbs	1.00		

34978686	TARP KIT PULL STYLE W/ VINYL SOLID TARP	1.00		
34978891	COMBO 6" S/T/T BU & AMBER STROBE Mounted in rear corner posts, 1 ea side	2.00		
PACKAGE	Certified Power Hydraulic System			
35081005	Certified Power Hydraulic System Chelsea Hot Shift Power Take Off, pump combo to operate Double acting dump hoist and electric -over- hydraulic controlled spreader. There will be a single axis Morse style handle in cab, console mounted connected via push/pull cable to remote valve for the dump control. There will be a Buyers HV715EP system to operate the swspreader consisting of a cab mounted electronic control panel mated to an externally mounted dual flow control. Frame mounted reservoir w/ a filter assembly.	1.00		
34980858	ELECTRIC HYDRAULIC SPREADER CN TRL KITn HV715EP	1.00		
35319321	MISC HOSES AND FITTINGS	1.00		
35380430	OIL, HYDRAULIC AW-32 (GALLON) OIL, HYDRAULIC (GALLON) FLEETL	20.00		
PACKAGE	Western 9' Pro Plus Plow			
35005246	BLADE ASSY 9" PRO PLUS W/QUAD	1.00		
35005232	BIG BOX ASSY PRO PLUS H9/H11	1.00		
35004324	MOUNT KIT FORD F250SD-550SD	1.00		
35540217	Lighting Harness Kit, Western 85993 Truck Side LED Headlight 2023 or Newer Ford F250-F550	1.00		
35005173	LIGHT KIT LED **COMPLETE LED LIGHT KIT**	1.00		
35004350	Handheld Plow Controller, Western 35500 (4) Pin	1.00		
35004313	Isolation Module (3) Port, Douglas Dynamics 29760-1 Soft Start	1.00		
PACKAGE	Buyers Stainless Steel Conveyor Spreader			
35502131	9' Hydraulic Chain Spreader, Buyers SaltDogg 14709F462211 Stainless Steel 4.0 Cubic Yard Capacity 128" Overall Length 70" Overall Width 46" Overall Height Weight: 1874.23lbs  Designed for dump bodies and flatbeds with a 15,000 to 19,500 lb GVW (gross vehicle weight). Hydraulic powered drive with two motors for conveyor and spinner operation. Spreads bulk salt, bulk sand, or a 50/50 salt/sand mix. Hydraulic spreader controls sold separately with variety of options available. 18 in. poly spinner broadcasts up to 30 ft, using a regular or extended chute. Versatile 14-1/2 in. chain conveyor drive. Two chute baffles allow you to adjust the spread pattern to your use. High quality, 304 stainless steel construction for optimum corrosion resistance. Stainless steel inverted V reduces stress on the drive line and improves flow. Four hinged top screens with 1/4 in. bars included.	1.00		
35430351	SS LATCH BAR FOR SPREADER	1.00		
12247052	D-Ring, B40 Weld-On 6,130lb Working Load Limit 1 welded ea corner of dump body for spreader tie down point	4.00		
34977752	RATCHET STRAP HOLD DOWN KIT	1.00		
<b>Total does not include any applicable taxes or transportation charges unless specifically noted herein:</b>			<b>Subtotal:</b>	<b>\$48,298.00</b>
			<b>Total:</b>	<b>\$48,298.00</b>

Customer PO

Total Price

**Credit Card Policy:** We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

**Cancellation Policy:** Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

**Payment Policy:** Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

**Pricing Policy:** Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

**Return Policy:** All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center St.Louis terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide may require a chassis spec sheet



***Internal Memorandum***

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TO: Frank Johnson, City Administrator  
FROM: Terry Jones, Public Works Superintendent *TJ*  
DATE: August 1, 2024  
RE: Contract Approval Recommendation – N. Sappington Rd STP – Supplemental Agreement #1

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Frank,

Lochmueller has submitted a Supplemental Agreement to the Engineering Services Contract (ESC) for the N. Sappington Rd STP project that raises the cost of the ESC from \$201,613.58 to \$254,820.78.

The city entered the ESC with Lochmueller in January of 2023, and it, among many other tasks, authorizes Lochmueller to develop Preliminary, ROW, and Final designs all the while complying with Federal environmental and programming regulations.

Since January 2023, MoDot has instituted new environmental clearance regulations that now require several studies and reporting regarding any potential impact to architecturally or archaeologically significant sites, or any sites listed on the National Register of Historic Places. Because these are new regulations, the cost of the work to comply with the new regulations was not included in the original ESC.

In addition, the city requested the inclusion of several street, parking lot, and water mitigation aspects to the Preliminary Design to enhance the overall quality of the project. These requests require additional survey and engineering work that were not included in the ESC.

The Supplemental Agreement is attached to this memo and describes in detail the environmental regulations and city requests.

Costs for ESC services are reimbursed at a rate of 80%, therefore the actual cost to the city for additional services outlined in the Supplemental Agreement equates to approximately \$10,600.

Based on the need to comply with Federal regulations and the potential improvements to the project, I recommend the city approve Supplemental Agreement #1 to the N. Sappington Rd ESC.

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING SUPPLEMENTAL AGREEMENT #1 TO THE ENGINEERING SERVICES CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH LOCHMUELLER GROUP PERTAINING TO THE NORTH SAPPINGTON ROAD SURFACE TRANSPORTATION PROGRAM PROJECT

**WHEREAS**, the City of Glendale has previously entered into an engineering services agreement with Lochmueller Group for work on the North Sappington Road Surface Transportation Program Project via Resolution 03-23; and

**WHEREAS**, since January 2023, the Missouri Department of Transportation has instituted new environmental clearance regulations requiring additional studies and reporting regarding any potential impact to architecturally or archaeologically significant sites, which were not anticipated in the cost of the original agreement; and

**WHEREAS**, the City in addition has requested the inclusion of several street, parking lot and water mitigation aspects to the preliminary design to enhance the overall quality of the project that require additional surveying and engineering work; and

**WHEREAS**, the cost for the additional design services is in the amount of \$53,207.20, of which approximately \$42,565.76 will be reimbursed by East-West Gateway Council of Governments through a Surface Transportation Program grant.

**NOW, THEREFORE**, Be It Resolved by the Board of Aldermen of the City of Glendale, Missouri as follows:

**SECTION ONE:** The Board of Alderman hereby approves the Supplemental Agreement No. 1 to the Engineering Services Contract with Lochmueller Group for the North Sappington Road Surface Transportation Program Project, in substantially the form attached hereto as Exhibit A

**SECTION TWO:** The Mayor and other appropriate officers, agents and employees of the City are authorized to execute an agreement with Lochmueller Group, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**SECTION THREE:** This project will be budgeted and charged to line item 90060-44034 of the Capital Improvement Fund.

**SECTION FOUR:** This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 5<sup>th</sup> day of August, 2024.

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Michael A. Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
ENGINEERING SERVICES CONTRACT**

The following supplemental agreement is to append the original contract between the City of Glendale, Missouri (further known as “City”) and Lochmueller Group, Inc. (further known as the “consultant”) for design services of the North Sappington Road Preservation Project STP-5568 (604). The purpose of this supplemental agreement is to compensate the consultant for additional engineering design efforts associated with design additions, pick-up survey, and environmental clearance coordination requirements. These items are described in further detail below.

**Design/Construction Phase Additions Resulting from Field Walk-Through and Pick-Up Survey:**

1. During a field walk-through with the City and the consultant, the City identified elements along Sappington Road to be included in the design plans that were not originally identified in the project scope or exceeded the quantity in the STP application. The additions, Per the City’s request, are highlighted below:
  - a. The commercial concrete entrance to Lindell Bank near the intersection of Sappington Rd & Manchester Rd to be removed and replaced.
  - b. The asphalt buffer between the existing curb and sidewalk on the west side of Lindell Bank to be removed and replaced with sod.
  - c. Drywell to be designed on private property to connect to property owner downspouts. Additional coordination with MSD will be required. These parcels include parcel 135 and 132.
  - d. The front end of the Fire Station concrete approach directly behind the curb to be sawcut and replaced.
  - e. The approach for the south City Hall entrance behind the sidewalk to be removed and replaced.
  - f. The flowline of curb and gutter along the southern edge of City Hall’s north entrance to be raised and redesigned to keep water from ponding.
  - g. The side road entrance of Highland Avenue to be widened to match existing width beyond the brick columns that flank the road which will require relocation. Additional ROW acquisition will be required due to Highland Ave being a private street.
2. The items listed above will also result in additional construction administration and inspection effort, which will be included in this supplement request.
3. Manhole pick-up survey required to verify ROW parcel location. The current ROW survey received on October 26, 2023 does not match up with the previous Sappington Road Reconstruction project plans from 2006. The manhole survey will verify the correct geographic location of the parcels to ensure accurate easement areas.

4. Additional pick-up survey required near City Hall for the flowline redesign of the north entrance.

**Coordination for Environmental Clearance Requirements:**

1. The environmental clearance sectional of the original scope of services included completing the RER form and anticipated that the project would be assigned a programmatic Categorical Exclusion (CE) which would not require an environmental assessment. However, the procedures and methodologies for MoDOT's Section 106 coordination have changed since the original scope was created. The additional scope items performed by Lochmueller's Environmental Team include the following:
  - a. Historic Context Summary and Preliminary Research involving a review of archival resources and a summary of existing architectural and archaeological records within the survey area.
  - b. Field Surveys for above ground properties involving completion of an architectural survey following the MoDOT Built Environment Resources Methods in an effort to identify and document all architectural resources within the above ground area of potential effects.
  - c. Compilation of the Report to complete the Section 106 Survey Memo to be submitted to MoDOT. This memo will present NRHP site eligibility recommendations for each resource as well as an assessment of effects and completed site forms for SHPO.
  - d. Quality Assurance/Quality Control to ensure agency coordination, project documentation, schedule, and quality assurance.

These additional services shall be in an amount not to exceed fifty-three thousand two hundred seven dollars and twenty cents (\$53,207.20). The total design and construction services shall be in an amount not to exceed two hundred fifty-four thousand eight hundred twenty dollars and seventy-eight cents (\$254,820.78). Attachment A outlines the cost breakdown for this supplemental agreement.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: City of Glendale, Missouri

ENGINEER: Lochmueller Group, Inc.

BY: \_\_\_\_\_  
Michael A. Wilcox

BY:  \_\_\_\_\_  
Scott J. Smith, P.E.

TITLE: Mayor

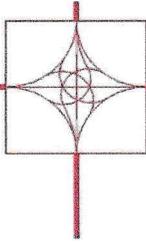
TITLE: Principal



**ATTACHMENT A  
SUPPLEMENTAL AGREEMENT NO. 1  
(6/17/2024)**

	Senior Project Manager I	Project Engineer III	Project Engineer II	Construction Inspector II	Engineering Designer I	Historian/Section 106 Specialist IV	Historian/Section 106 Specialist III	Historian/Section 106 Specialist II	Historian/Section 106 Specialist I	Environmental Specialist I	Total Hours
<b>Design Phase</b>											
Task 1 Administration/Management	0	8	0	0	0	0	0	0	0	0	8
Task 2 Data Collection	0	4	4	0	0	0	0	0	0	0	8
Task 4 Preliminary Roadway Design	0	0	34	0	6	0	0	0	0	0	40
Task 7 Environmental Clearances	1	0	4	0	0	6	48	8	40	24	131
Task 8 Right of Way Plans	0	3	22	0	8	0	0	0	0	0	33
Task 9 Final Roadway Plans	0	4	38	0	24	0	0	0	0	0	66
Task 12 Final PS&E	0	3	11	0	0	0	0	0	0	0	14
Subtotal Manhour by Classification	1	22	113	0	38	6	48	8	40	24	300
Unburdened Rate	\$67.18	\$54.42	\$45.46	\$42.57	\$37.14	\$53.50	\$43.59	\$39.28	\$27.37	\$29.08	
Labor	\$67.18	\$1,197.24	\$5,136.98	\$0.00	\$1,411.32	\$321.00	\$2,092.32	\$314.24	\$1,094.80	\$697.92	
Overhead Rate 186.80%	\$125.49	\$2,236.44	\$9,595.88	\$0.00	\$2,636.35	\$599.63	\$3,908.45	\$587.00	\$2,045.09	\$1,303.71	
Total Labor & OH	\$192.67	\$3,433.68	\$14,732.86	\$0.00	\$4,047.67	\$920.63	\$6,000.77	\$901.24	\$3,139.89	\$2,001.63	
Fixed Fee = Total Labor & OH Rate x 12.000%	\$23.12	\$412.04	\$1,767.94	\$0.00	\$485.72	\$110.48	\$720.09	\$108.15	\$376.79	\$240.20	\$4,244.53
Design/Bidding Total including Labor, OH & Fixed Fee	\$215.79	\$3,845.73	\$16,500.80	\$0.00	\$4,533.39	\$1,031.10	\$6,720.87	\$1,009.39	\$3,516.67	\$2,241.83	\$39,615.57
EDSI Fee (DBE)											\$7,485.00
Direct Cost - Mileage - 0 miles x \$0.60											\$0.00
Design/Bidding Phase Total											\$47,100.57
<b>Construction Phase</b>											
Task 16 Construction Administration	0	0	0	4	0	0	0	0	0	0	4
Task 17 Inspection/Observation	0	0	0	40	0	0	0	0	0	0	40
Subtotal Manhour by Classification	0	0	0	44	0	0	0	0	0	0	44
Unburdened Rate	\$67.18	\$54.42	\$45.46	\$42.57	\$37.14	\$53.50	\$43.59	\$39.28	\$27.37	\$53.50	
Labor	\$0.00	\$0.00	\$0.00	\$1,873.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Overhead Rate 186.80%	\$0.00	\$0.00	\$0.00	\$3,498.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Labor & OH	\$0.00	\$0.00	\$0.00	\$5,371.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fixed Fee = Total Labor & OH Rate x 12.000%	\$0.00	\$0.00	\$0.00	\$644.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$644.64
Design/Bidding Total including Labor, OH & Fixed Fee	\$0.00	\$0.00	\$0.00	\$6,016.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,016.63
Direct Cost - Mileage - 150 miles x \$0.60											\$90.00
Construction Phase Total											\$6,106.63
Supplement #1 Total											\$53,207.20
Previous Contract Total											\$201,613.58
Current Total											\$254,820.78

**FIG. VI - 4**



**EDSI**

**ENGINEERING DESIGN SOURCE, INC.**  
16141 SWINGLEY RIDGE RD.  
SUITE 300  
CHESTERFIELD, MO. 63017  
(636) 537-5585

**Project: City of Glendale - Sappington Rd**

**Prepared by: Brett Brooks**

**Date Prepared: June 14, 2024**

<i>Additional Topographic Survey Fee</i>	<b>\$7,485 *</b>
--	------------------

**Engineering Design Source, Inc.**

Date Prepared: June 14, 2024

Project Name: City of Glendale - Sappington Rd

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
<b>1. Utility Coordination - For Locating Purposes</b>							
1.1 Coordination & Scheduling		0.5					0.5
1.2 Submitting One Call Tickets & Follow Ups			2				2
1.3 Map Requests			2				2
1.4 Survey Locations of Marked Utilities					4		4
1.5 Log Utility Data and Mapping			0.5				0.5
1.6 Process Basefile & Incorporate Record Facility Data			4				4
1.7 QA/QC		0.5					0.5
<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>1</b>	<b>8.5</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>13.5</b>
<b>2. Topographic Survey</b>							
2.1 Coordination & Scheduling		2					2
2.2 Field Work - Additional Manholes and City Hall area					12		12
2.3 Process Data			12				12
2.4 Annotate Drawings				2			2
2.5 Create TIN			6				6
2.6 QA/QC		2					2
<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>4</b>	<b>18</b>	<b>2</b>	<b>12</b>	<b>0</b>	<b>36</b>
<b>MAN HOURS BY CLASSIFICATION</b>	<b>0</b>	<b>5</b>	<b>26.5</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>49.5</b>
	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	\$86.00	\$64.17	\$46.94	\$34.69	\$60.34	\$37.27	
Overhead Rate 145.81%	\$125.40	\$93.57	\$68.44	\$50.58	\$87.98	\$54.34	<b>FIXED FEE-TOTAL</b>
Profit 14%	\$29.60	\$22.08	\$16.15	\$11.94	\$20.77	\$12.83	\$895
Average Hourly Billing Rate	<b>\$240.99</b>	<b>\$179.82</b>	<b>\$131.54</b>	<b>\$97.21</b>	<b>\$169.09</b>	<b>\$104.44</b>	<b>LABOR-TOTAL</b>
<b>COST BY CLASSIFICATION</b>	<b>\$0</b>	<b>\$899</b>	<b>\$3,486</b>	<b>\$194</b>	<b>\$2,705</b>	<b>\$0</b>	<b>\$7,285</b>

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying	\$20.00	\$20.00	1	Lump Sum
Vehicle Usage	\$130.00	\$65.00	2	Per Day
Misc. Survey Supplies	\$50.00	\$50.00	1	Lump Sum
<b>DIRECT COST - TOTAL</b>	<b>\$200.00</b>			

**Assumptions:** No additional ROW surveys will be completed.

**Survey Total Fee \$7,485**

A RESOLUTION OF THE CITY OF GLENDALE, MISSOURI, AUTHORIZING A CONTRACT WITH ALLIED SERVICES, LLC FOR RECYCLING SERVICES, AND COLLECTION AND DISPOSAL OF GARBAGE, REFUSE AND YARD WASTE FROM ALL RESIDENTIAL PROPERTIES LOCATED IN THE CITY FOR A PERIOD OF FIVE (5) YEARS COMMENCING JANUARY 1, 2025

**WHEREAS**, Section 260.215 RSMo requires that cities shall provide for the collection and disposal of solid waste within their boundaries; and

**WHEREAS**, Glendale City Code Section 225.050 authorizes the City to enter into a contract for the exclusive right to collect and dispose of waste matter in the City; and

**WHEREAS**, on June 19, 2006, pursuant to a request for bids, the City of Glendale entered into a contract with Allied Waste, Inc., a Missouri Corporation, which contract was due to expire on December 31, 2008; and

**WHEREAS**, at various times between 2008 and 2017, the Board of Aldermen approved legislation extending the contract for additional periods, with the last extension approved on December 4, 2017, extending this contract for an additional seven years to December 31, 2024; and

**WHEREAS**, Allied Services, LLC., d/b/a Republic Services of Bridgeton, a Delaware limited liability company, the successor to Allied Waste, Inc. (“Contractor”), has proposed to the City to enter into a new agreement with the City for trash, recycling and yard waste collection and disposal services for all residential properties in the City for a period of five (5) years, to commence on January 1, 2025, and to expire December 31, 2029, which Agreement is attached hereto as Exhibit A; and

**WHEREAS**, the Board of Aldermen has determined that it is in the best interest of the City to enter into a new Trash, Recycling and Yard Waste Collection and Disposal Services Agreement with Contractor and thereby extend the term of the services provided by Contractor for the identical services at the price structure proposed by the Contractor to wit:

<u>Container Size</u>	<u>Subscribers</u>	<u>Rate</u>
48, 65 or 95 Gallon	2,284	\$32.11

With annual increases of 5.5 percent beginning in year 2 (2026).

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

**Section 1:** The Board of Aldermen of the City of Glendale, Missouri, approves the Trash, Recycling and Yard Waste Collection and Disposal Services Agreement with Allied Services, LLC, d/b/a Republic Services of Bridgeton, for a term of five years, commencing on January 1, 2025, and expiring on December 31, 2029, in substantially the form attached hereto as Exhibit A.

**Section 2:** The City shall and the Mayor and other appropriate officers, agents and employees of the City are authorized to execute the Trash, Recycling and Yard Waste Collection and Disposal Services Agreement with Allied Services, LLC, d/b/a Republic Services of Bridgeton, for a term of five years, commencing on January 1, 2025, and expiring on December 31, 2029, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3:** That this Resolution shall be in full force and effect from and after its passage and approval.

This Resolution Passed and Approved this 5<sup>th</sup> Day of August, 2024.

---

Michael Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

**MUNICIPAL MATERIALS MANAGEMENT AGREEMENT**

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Glendale, Missouri (“**City**”), and Allied Services, LLC d/b/a Republic Services of Bridgeton a Delaware limited liability company qualified to do and actually doing business in the State of Missouri (“**Company**”).

**RECITALS**

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

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

**TERMS AND CONDITIONS**

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

**Location Types**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Residential Units    | <input type="checkbox"/> Large Commercial Units     |
| <input type="checkbox"/> Small Commercial Units          | <input type="checkbox"/> Industrial Permanent Units |
| <input checked="" type="checkbox"/> Municipal Facilities | <input type="checkbox"/> Industrial Temporary Units |

- 2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
- 3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
- 4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached to this Agreement are an integral part of the Agreement and are incorporated herein.

**Exhibit A** Specifications for Municipal Solid Waste Services

**Exhibit A-1** Municipal Solid Waste Pricing

**Exhibit B** Specifications & Pricing for Recycling Services

**Exhibit C** Company's Performance Bond

6. Term. This Agreement begins on January 1, 2025 (the "**Effective Date**") and expires five (5) years thereafter or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement by 5.5%.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5<sup>th</sup> of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City's address count each month, and the City shall pay Company's invoices.

8.2 Payment. The City, as applicable, shall pay each of Company's invoices without offset within twenty (20) days of receipt of Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.3 Service Suspension.

8.3.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement.

8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice

of reactivation, Company shall resume the Services on the next regularly scheduled collection day. To the extent permitted by law, the City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

#### 8.4 Audits.

8.4.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.4.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

8.5 Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within sixty (60) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within sixty (60), the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement, and City shall have no further obligation to make any payments under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("Applicable Law"). In

the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply and be charged by the Company directly to the Customer. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement unless due to Company's negligence, recklessness or willful misconduct.
14. Indemnification. Company shall indemnify, defend and hold harmless City and its officers, elected officials, agents and employees (collectively, the "Indemnified Parties") from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent, reckless, or wrongful acts or omissions of Company or Company's officers, directors, partners, employees, or its subcontractors in the performance and furnishing of Company's services under this Agreement.
15. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents. Provided, however, nothing in this Agreement shall be deemed to waive any governmental or sovereign immunity to which the City is entitled by operation of law.

16. No Personal Liability. No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Company shall look solely to the City for the satisfaction of any claims the Company may have arising under this Agreement.
17. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

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

**Automobile Liability**

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

**Commercial General Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. As to the City as an additional insured, such insurance policies shall expressly state:

This policy is not intended to act as a waiver, nor is it a waiver of any defense available to the insured by statute or in common law. However, while this policy excludes any claim barred by the doctrines of sovereign immunity or official immunity, we are obligated to pay "defense costs," if the policy would otherwise afford coverage. Further, nothing contained in this policy will be construed to broaden the liability of the insured beyond the provisions of Sections 537.600 to 537.610 of the Missouri Statutes, as may be amended from time to time, nor to abolish or waive any defense at law which might otherwise be available to the insured or its officers and employees.

18. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the

additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

19. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
20. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
21. Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Company shall, 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 Services. The Company shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Company shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo. Company shall file an affidavit annually affirming its continued participation in E-Verify.
22. Anti-Discrimination Against Israel Act. Provided this Agreement is in an amount of \$100,000 or more OR Company has 10 or more employees, pursuant to Section 34.600 RSMo, Company certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from (i) the State of Israel, (ii) companies doing business in or with Israel, or authorized by, licensed by, or organized under the laws of the State of Israel, or (iii) persons or entities doing business in the State of Israel.
23. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
24. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid

and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Glendale, Missouri

Allied Services, LLC d/b/a  
Republic Services of Bridgeton

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

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

Municipal Solid Waste (MSW)       Bulky Waste  
 Yard Waste

#### **Definitions.**

1.1 Bulky Waste - Furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied. Bulky Waste does not include appliances, construction debris, or electronic waste.

1.2 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

1.3 Construction Debris - Excess building materials resulting from construction, remodeling, repair or demolition operations.

1.4 Customer - An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

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

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

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

1.8 Municipal Facilities - Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

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

1.10 Residential Unit - A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing

structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

1.11 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

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

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

1.14 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

## 2. Collection Operations.

2.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

2.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

2.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in

advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

2.4 Residential Collection. Company shall be obligated to collect no more than contents of cart for solid waste and contents of cart for recycling once per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company. There is no limit on collection of yard waste, and customers may use their own container, marked with an “X”, or paper/bio-degradable bags. Small limbs and twigs can be placed at the curb and bundled with twine.

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

2.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

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

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

2.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

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

## EXHIBIT A-1

### SOLID WASTE PRICING

<b>One Rate any cart sz</b>	
Year 1 (2025)	\$ 32.11
Year 2 (2026)	\$ 33.88
Year 3 (2027)	\$ 35.74
Year 4 (2028)	\$ 37.70
Year 5 (2029)	\$ 39.78

Above rates are all-inclusive for the following services:

- Trash service weekly, with a 48-gallon, 65-gallon, 95-gallon cart; cart contents only
- Recycling service weekly, with a 65-gallon cart; cart contents only
- Yard Waste service weekly, unlimited
- Bulk service, unlimited, call to schedule

City Buildings serviced at no additional charge, serviced once/week unless indicated:

- City Hall – (1) 4-yd; (1) 65-gallon recycle cart
- Public Works – (1) 4-yd; (1) 65-gallon recycle cart
- Fire Department (2) 96-gallon trash carts; Yard Waste service
- Pet Stations – (5) pet stations, serviced 3x/week

JAZZ Fest – Special Rolloff Rate:

- \$150/haul + \$60/ton. Subject to 5.5% annual price increase

## EXHIBIT B

### SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

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

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

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

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

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

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

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

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

**EXHIBIT C**

**COMPANY'S PERFORMANCE BOND**

[To be provided by Company]



Internal Memorandum

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Office of the City Administrator

TO: Honorable Mayor Mike Wilcox  
and the Glendale Board of Aldermen

FROM: Frank Johnson, City Administrator

DATE: August 2, 2024

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**ADMINISTRATION**

Municipal Software

- Staff have started a cross-departmental effort to consider new municipal software for permits, code enforcement and land management. The goal is to have an integrated, cloud-based platform that allows all relevant information for a given property in the City to be accessed and updated by all staff.
- We are currently researching vendors and talking with other municipalities about their recommendations. Once the initial data gathering phase is completed, staff will draft an RFP to receive official bids.
- Any transition to a new platform or an upgrade from our existing provider would be a major undertaking and will incur a substantial initial cost, likely in the range of \$60,000-\$100,000, that will need to be budgeted as a capital expense.

Glendale Chrysler

- The work to shore up the retaining wall is nearing completion, and the wall has been cleaned of graffiti. The dealership will then submit a site plan for the lot that will include details on parking configuration, lighting and drainage that will need to be incorporated into the existing SUP.
- The MSD wastewater project that will go through the dealership lot has been delayed from its initial anticipated start date earlier this summer due to unexpected challenges encountered on the portion north of Manchester Road involving removing a substantial amount of bedrock. MSD now estimates construction will begin in September.
- The dealership had also included plans for a renovated showroom as part of last year's update to the SUP. According to Glendale Chrysler, this has been delayed pending approval by the parent company, Stellantis, due to internal issues.

Deputy Clerk Job Search

- The Deputy Clerk job ad was posted to the City website on July 22<sup>nd</sup>. It is also being advertised through the Missouri City Clerks and Finance Officers Association email list/website, the Local Government Briefings newsletter and Indeed.
- I am planning to do an initial round of screening interviews starting next week.

## SUP Compliance Check

- Officer Slaughter has completed his compliance check of all active SUPs and found no outstanding issues.

## Berry Road Water Main Break

- On July 20, the 20-inch water main running along Berry Road in Glendale broke and caused damage to four homes, particularly two on Algonquin Wood Place. According to these residents, Missouri American Water has denied their claims for liability for the damage, and they have contacted the City to request assistance.
- Public Works Superintendent Terry Jones has reached out to our contacts at Missouri American Water for more information about the incident.

## Comprehensive Plan and Zoning Code Update

- H3 is continuing to focus on creating a draft of the full comprehensive plan document. Work also continues on the zoning code update. This process will take several months, so there may be a bit of a lull in updates while that work is done.

## POLICE DEPARTMENT

### Employee Appreciation BBQ

- The police department hosted an Employee Appreciation BBQ on July 18. Thank you to all who attended and contributed dishes to the event.

### Training Activity

- Chief Jeff Beaton attended a quarterly meeting at the Missouri Police Chiefs Association in Jefferson City on July 19.
- Officer Tim Brand attended a Law Enforcement Traffic Safety Advisory Council (LETSAC) training conference in Springfield from July 22-26.
- Glendale police officers started attending Active Shooter (Solo Raider) training hosted by the Kirkwood Police Department during the week of July 29th.

### Nuisance Hearings

- Chief Jeff Beaton held a Public Hearing on July 22 in reference to two nuisance properties (199 Cornelia and 785 Bismark). Since that date, both properties have been brought into compliance.

## FIRE DEPARTMENT

### Calls for Service

- The Glendale Fire Department members were tasked these two weeks with some very challenging emergency medical calls. During this time, both A and C shift each experienced a call for a cardiac arrest. Both crews operated to expectations, delivering top quality advanced life support and resuscitation.
- In addition to these calls for service, C shift also responded for a suicide. It is unfortunate that our members experience such tragedies, but they are trained, evaluated and provided with the support necessary to handle these situations.

## PUBLIC WORKS DEPARTMENT

Superintendent Terry Jones will be at the meeting Monday night to answer any questions about current or future projects.

### City Hall Parking Lot

- On July 22-25, the city's contractor, Parking Lot Maintenance, crack sealed, seal coated, and re-striped the north and south parking lots at the City Hall complex.

### Dwyer/Hillard Reconstruction Project

- This project kicked off on July 22. Work began with the removal of the existing, deteriorated concrete curbing along the north and south sides of the street at the intersection of Dwyer Ave. and N. Sappington Rd. and has progressed to 912 Dwyer Ave. New concrete curbs were formed and poured into place on July 26.
- On July 29, Spencer crews began removing the existing curbing, excavating the street edge, and installing concrete forms along the north and south sides of Dwyer Ave. between 927/928 and 947/940. New concrete curbing was installed in this section on Aug. 1.
- On July 31, city crews began backfilling the new curbing with topsoil, and cutting away existing sod along all areas where new curbing has been installed to this date in preparation for sod installations August 8.
- On Aug. 2, Spencer crews began excavating concrete driveway approaches behind all new curbing installed to this date in preparation for restoration on Aug. 5.
- Project updates can be found here:  
[https://www.glendalemo.org/news\\_detail\\_T6\\_R153.php](https://www.glendalemo.org/news_detail_T6_R153.php).

### E. Essex Ave STP Project

- Sealed bids for the reconstruction of E. Essex Ave. were opened and read aloud at a public meeting held on July 26, at 10am, at Glendale City Hall. Below is a bid summary:

Jokerst Paving and Contracting, Inc.	\$1,078,044.41
Gershenson Construction Co., Inc.	\$1,179,220.00
Infrastructure Management, Inc.	\$1,316,741.85
Spencer Contracting Co.	\$1,498,250.71
Raineri Construction	\$1,630,615.68

- On July 31, Lochmueller completed its assessment of all bids and determined that Jokerst Paving had submitted the lowest, most responsive bid and recommended the city move forward with Jokerst Paving.
- On August 1, East/West Gateway Council of Governments responded to the city's Inflationary Adjustment request for additional construction funding. EWG has approved an additional allocation of \$107,509.00.
- The Jokerst Paving bid is now being sent to MoDot for their review and approval. A response from MoDot is expected by August 8, after which Glendale and Kirkwood will develop an Intergovernmental Agreement and request contract approval from the Glendale and Kirkwood BOA/Council at a future public meeting.

## Forestry

- A thunderstorm on July 27 caused most of a large Oak tree at 107 Edwin Ave. to fall to the ground. Because this tree took down power wires, Ameren crews responded to the scene, cut the tree from the power lines, and removed the debris from the roadway. On July 29, PW crews investigated the area and found the tree to be located on the city's ROW. Therefore, PW crews hauled away the tree debris and cut down the remaining portion of the tree trunk. Bids are now being sought for the grinding of the tree stump.
- On July 30, crews removed a dead city tree at 871 Alexandra Ave. Bids are now being sought for the grinding of this stump.

## N. Sappington Rd STP Project

- On July 9, following comments made by MoDOT, Lochmueller re-submitted the N. Sappington Rd. STP Preliminary Design to MoDOT for review and approval.
- Glendale and Lochmueller met virtually on July 29 to discuss a Supplemental Agreement to the N. Sappington Rd. STP ESC.

## Pavement Markings

- On July 23-26, crews refreshed the bicycle pavement markings along Kirkham Ave. and N. Sappington Rd. and refreshed the stop bar and crosswalk pavement markings at each intersection along N. Sappington Rd. and other key intersections.
- On July 30, crews completed refreshment of the stop bar and crosswalk pavement markings along N. Sappington Rd.

## Sewer Lateral Repair Program

- On July 24, the owner of 930 Joanna Ave. was presented with the bids to repair the sewer lateral line at his home. This repair requires the owner to pay towards the cost of the repair. The homeowner is discussing the need and will get back to the city.
- On July 22, J.E. Redington Plumbing was awarded a contract for the repair of the sewer lateral line at 711 Luckystone Ave.
- On July 22, a video inspection of the sewer lateral line at 311 Park Ave. showed signs of applicable damage. Repair bids are due by 12pm, Friday, July 26.
- On August 1, J.E. Redington Plumbing was awarded contracts for the repair of the sewer lateral lines at 311 Park Ave. and 711 Luckystone Ave.
- On July 30, a video inspection of the sewer lateral line at 910 Dwyer Ave. showed signs of applicable damage. Bids are currently being sought for this repair.

## Stormwater Ordinance

- On July 22, city staff and the City Attorney met with Lochmueller stormwater engineers to discuss the proposed Stormwater Ordinance changes. City staff suggested several changes to the proposed Ordinances and will revise as needed. In the coming weeks, staff will meet again with Lochmueller to finalize the revisions.

## Street Repairs

- On July 22-26, crews milled down sections of deteriorated asphalt roadways along portions of Kings Pond Rd. and Algonquin Estates and restored the areas with fresh

asphalt material. Crews also filled potholes along portions of Winnetka Ln. and restored an asphalt driveway at 803 E. Essex Ave. following a sewer lateral repair.

#### Venneman Ave Resurfacing

- The city's contractor, N.B. West Contracting, plans to resurface Venneman Ave. between Brownell Ave. and E. Essex Ave. during the week of Aug. 12. Notifications are being mailed to the residents along this corridor.

#### Water Main Break

- On July 20, crews responded to a call regarding a large water main break along N. Berry Rd. Crews erected a detour that re-directed N. Berry Rd traffic along Kirkham Ave., N. Sappington Rd., and Lockwood Ave. Following repair of the water main, the detour was cleared away.

#### REMINDERS/UPCOMING EVENTS

Board of Aldermen Meeting	Monday, August 5, 7 p.m.
Tons of Trucks	Saturday, August 10, 10 a.m.-1 p.m.
Board of Aldermen Meeting	Monday, August 19, 7 p.m.
Jazzfest	Friday, September 20