### CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI REGULAR MEETING OF THE BOARD OF ALDERMEN IN PERSON AND VIA ZOOM/TELECONFERENCE WEDNESDAY JULY 03, 2024-7:30 PM CLOSED -MEETING 7:00 P.M

THE MEETING WILL BE ACCESSIBLE BY THE PUBLIC IN PERSON AND REALTIME BY A VIDEO/TELEPHONE CONFERENCE/ZOOM THE INSTRUCTIONS TO JOIN ARE BELOW.

To Join The Meeting Via Website:

(1) Go to Zoom at <a href="https://zoom.us">https://zoom.us</a>

(2) Select Join a Meeting

(3) Enter Meeting ID: 825 620 8214

(4) Enter Password: 4i85eK

To Join the Meeting By Phone Call (Audio):
(1) Call 1 312 626 6799 US (Chicago)
1 646 558 8656 US (New York)
(2) When prompted, enter the Pass Code 452739

THE AGENDA FOR THIS BOARD MEETING IS SET FORTH WITHIN.

### **AGENDA**

### BELLEFONTAINE NEIGHBORS BOARD OF ALDERMEN REGULAR BOARD MEETING IN PERSON 9641 BELLEFONTAINE RD BELLEFONTAINE NEIGHBORS, MO. 63137

### AND VIA ZOOM THURSDAY-JULY 3, 2024-7:30 PM

### **CLOSED MEETING 7:00 P.M.**

- 1. CALL THE MEETING TO ORDER
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG
- 3. ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. MEETING OPEN TO THE PUBLIC-(3 MINUTE LIMIT)
- 6. **APPROVAL OF INVOICES-** 06-17-2024-06-27-2024 -\$43,492.94.
- 7. NEW BUSINESS:
  - A. <u>DISCUSSION 5 MINUTES AND VOTE WASTE</u>

    <u>MANAGEMENT CONTRACT BILL # 2692</u> AN

    ORDINANCE AUTHORIZING AN AGREEMENT WITH

    WASTE MANAGEMENT TO OFFER TRASH SERVICE

    FOR BELLEFONTAINE NEIGHBORS, MISSOURI

    (ALDERMAN WESLEY GILLESPIE).
  - B. <u>DISCUSSION 2024-2025 PROPOSE BUDGET.-</u>RICK ROGNAN
- 8. MEETING OPEN TO THE PUBLIC (3 MINUTE LIMIT)
- 9. ADJOURNMENT

NOTICE IS HEREBY GIVEN THAT ON THE 2ND DAY OF JULY 2024 SUBJECT TO A MOTION DULY MADE AND ADOPTED, THE BOARD OF ALDERPERSONS MAY HOLD A CLOSED MEETING FOR THE PURPOSE OF DISCUSSING MATTERS RELATING TO ONE OR MORE OF THE FOLLOWING: LEGAL ACTIONS, CAUSES OF ACTION, LITIGATION OR PRIVILEGED COMMUNICATIONS BETWEEN THE CITY'S REPRESENTATIVES AND ITS ATTORNEYS (SEC. 610.021(1): LEASE, PURCHASE OR SALE OF REAL ESTATE (SEC. 610.021(2); HIRING, FIRING, DISCIPLINING, OR PROMOTING EMPLOYEES (SEC.

610.021(3); PREPARATION FOR NEGOTIATIONS WITH EMPLOYEE GROUPS (SEC. 610.021(9); BIDDING SPECIFICATIONS (SEC 610.021(11); AND /OR PROPRIETARY TECHNOLOGICAL MATERIALS (SEC 610.02 (15).

THIS AGENDA WITH PUBLIC NOTICE OF THE BOARD OF ALDERPERSON'S MEETING ON JULY 3, 2024 WAS POSTED ON JULY 2<sup>ND</sup>,2024 AT 5:00 PM IN BELLEFONTAINE NEIGHBORS CITY HALL (FRONT DOOR) AND ON THE CITY'S WEBPAGE AT <a href="www.cityofbn.com">www.cityofbn.com</a>. FOR A COPY, CONTACT THE CITY CLERK'S OFFICE.

COPIES OF THIS NOTICE MAY BE OBTAINED BY CONTACTING SEMMIE RUFFIN-HALL, CITY CLERK, CITY OF BELLEFONTAINE NEIGHBORS-9641 BELLEFONTAINE ROAD-ST. LOUIS, MO 63137-(314) 867-0076.



Genuine Parts Company P.O. Box 2047 Norcross, GA 30091 **ACCOUNT NO: 20501390** 

Page 1 of 3

CURRENCY CLOSING DATE

**TERMS** 

USD 04/30/2024 TOTAL AMT DUE THIS MONTH

\$4,435.31

2443, canton

45 Day Prx

**APRIL STATEMENT** 

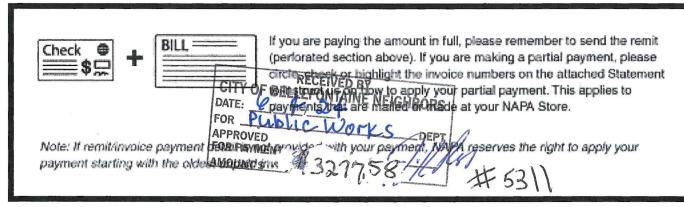
AMOUNT PAID \$ 3760.49

PLEASE MAKE CHECKS PAYABLE TO: NAPA AUTO PARTS

CITY OF BELLEFONTAINE NEIGHBRS 9641 BELLEFONTAINE RD SAINT LOUIS, MO 63137-1899

REMIT TO: NAPA AUTO PARTS 5959 Collections Center Dr. Chicago, IL 60693

DETACH AND RETURN TOP PORTION WITH PAYMENT





account is now online a

www.NAPAaccount.com



Visit us today to view and pay your statements and invoices in minutes!

You will have access to:

- Copies of statements and invoices
- Receive monthly statement via E-mail
- Up-to-date account balance
- Last ePayment and date received
- · Link multiple accounts to a single user
- · Pay your account with NAPA e-Pay

First Time Users:

- Click on Sign Up Now in the 'Need an Account' section
- In the 'User Information' section, enter the requested information.
- In the "Account Information" section, enter your Customer Number, a recent Invoice # (within last 6 months), and the amount of that invoice.
- You will receive an email to verify the registration – click the link and log in.

If you have questions call (877) 558-9287, press 1.

We provide more timely and accurate information to the business community by sharing our accounts receivable information with various credit reporting agencies.

### THIS SECTION INTENTIONALLY LEFT BLANK



Visit our website for invoice copies and to make a payment.

WWW.NAPAaccount.com

Page 2 of 3

**CUSTOMER NAME: CITY OF BELLEFONTAINE NEIGHBRS** 

ACCOUNT NO: 20501390

TERMS

45 Day Prx

TOTAL AMT DUE THIS MONTH \$4

\$4,435.31

**CLOSING DATE** 04/30/2024

AGED ACCOUNT STATUS				
Current	Total Past Due	Amounts Due Future Months	Total Open	
1,564.30	2,871.01	809.23	5,244.54	
Past Due 1 - 30 Days	Past Due 31 - 60 Days	Past Due 61 - 90 Days	Past Due 90+ Days	
978.76	1,892.25	0.00	0.00	

Type				
Inv Date Due Date Code	Invoice #	P.O. #	Open Amount	Explanation
01/02/24   03/15/24   INV   31	0421	l	27.98	
01/05/24 03/15/24 INV 31	0860		34.28	
01/08/24 03/15/24 INV 31	1055		25.83	Manage .
01/08/24 03/15/24 INV 31	1062		10.98	
01/09/24 03/15/24 INV 31	1180		94.14	-
01/09/24 03/15/24 INV 31			13.85	
01/09/24 03/15/24 INV 31			173.66	
01/09/24 03/15/24 NV 31			15.69	
01/09/24 03/15/24 CR 31			-13.85	
01/10/24   03/15/24   INV   31			47.07	
01/11/24   03/15/24   INV   31			18.48	
01/12/24 03/15/24 INV 31			12.10	
01/17/24   03/15/24   INV   31:			197.22	
01/19/24   03/15/24   INV   31:			5.49 - 27.99 -	
01/19/24   03/15/24   INV   31: 01/23/24   03/15/24   INV   31:			97.99	-
01/23/24 03/15/24 INV 31:			15.49	
01/25/24 03/15/24 INV 31			11.29	
01/25/24 03/15/24 INV 31			22.58	
01/25/24 03/15/24 INV 31			44.04	
01/26/24 03/15/24 INV 31:			12.99	
01/26/24 03/15/24 INV 31:	3117		12.99	
01/29/24 03/15/24 INV 31:	3386		258.99	
01/29/24 03/15/24 INV 31:	3407		199.99	numb.
01/30/24 03/15/24 INV 31:		,	524.99	-
02/01/24 04/15/24 INV 31:			136.36	The state of the s
02/05/24   04/15/24   INV   314			12.69	
02/08/24 04/15/24 INV 314			615.42	
02/12/24   04/15/24   INV   314			22.58	
02/13/24 04/15/24 INV 31			63.74	
02/15/24   04/15/24   INV   318 02/26/24   04/15/24   INV   318			89.99 37.98	
03/05/24   04/15/24   INV   31/			25.99	
03/03/24 [03/13/24 [110/ [3]	1001	l .	25.99	

INV - Invoice CR - Credit Memo

**DED - Charge Back** 

**OA - On Account Payment** 

**OC - Finance Charge** 



### **CUSTOMER NAME: CITY OF BELLEFONTAINE NEIGHBRS**

ACCOUNT NO: 20501390

TERMS 45 Day Prx TOTAL AMT DUE THIS MONTH

\$4,435.31

CLOSING DATE

04/30/2024

Type				
Inv Date Due Date Code	Invoice #	<u>P.O. #</u>	Open Amount	<u>Explanation</u>
03/05/24 05/15/24 INV 3	and the second control of the second control		26.58	
03/07/24 05/15/24 INV :			31.40	
03/12/24   05/15/24   INV   3	318284		159.33	
03/18/24 05/15/24 INV :	318889		144.99	
03/18/24 05/15/24 INV :	318890		457.21	
03/19/24 05/15/24 INV :	319071		34.98	
03/20/24 05/15/24 INV 3	319192		10.79	
03/21/24 05/15/24 INV 3	319397		29.61	
03/22/24 05/15/24 INV :	319574		43.92	
03/25/24 05/15/24 INV	319717		38.56	
03/25/24 05/15/24 INV 3	319733		17.97	
03/25/24 05/15/24 INV :	319734		38.99	
03/26/24 05/15/24 INV :	319860		33.68	
03/26/24 05/15/24 INV :	319871		223.71	
03/26/24 05/15/24 INV :	319878		67.40	
03/26/24 05/15/24 CR	319879		-44.49	
03/27/24 05/15/24 INV 3	320056		177.15	
03/28/24 05/15/24 INV	320110		31.40	
03/28/24 05/15/24 INV 3	320193		15.13	
		<b>Total Current Due</b>	4,435.31	

### **Future Due**

	3 2 4 4				
04/01/24	06/15/24 IN	V 320475	<b>I</b>	8.99	-
04/01/24	06/15/24 IN	V 320513		29.99	
04/02/24	06/15/24 IN	V 320602		111.30	
	06/15/24 IN			39.96	
	06/15/24 IN			14.98	
	06/15/24 IN	100 Particulation & 100		230.58	
	06/15/24 IN	er Deservation at the last		17.99	
	06/15/24 IN		MV129655	215.02	
	06/15/24 IN			19.98	
	06/15/24 IN		i	7.93	
	06/15/24 IN			116.48	
	06/15/24 IN	C Transfer Com		25.99	Annual Control of the
	06/15/24 CI			-215.02	
	06/15/24 IN		1	34.47	
	06/15/24 IN			6.66	
	06/15/24 IN		1	121.96	<u> </u>
04/26/24	06/15/24 IN	V 323349		21.97	<u></u>

**Total Future Amount** 

CITY OF BELLEFONJAINE NEIGHBORS
DATE: 0 28 ReC
POR APPROVED
FOR SAMEET LET SHAPE
AMOUNT 4 34.68

# 5511

CITY OF BELLEFONTAINE NEIGHBORS
DATE: 6 4 4
FOR POLICE
APPROVED
FOR PAYMENT
AMEUNY & 448.73

809.23

世5611

Remit To LOOMIS DEPT 0757 PO BOX 120757 DALLAS TX 75312-0757



Account/Area:

10327113/2000

Invoice Number:

13507509

Invoice Date:

31-MAY-24

Invoice Charges:

818.37

Invoice Tax:

0.00

Invoice Amount:

818.37

32-210

BELLEFONTAINE NEIGHBORS CITY HALL DINAH TATMAN SEMMIE RUffin- Hall

9641 BELLEFONTAINE RD SAINT LOUIS MO 63137-1818

Payment is due in Net 15 days from date of invoice.

TAX ID: 75-0117200

Local Contact: INV	OICEINQUIRIES	@US.LOOMIS.COM; DEPT.(	0757 PO BOX 120757 D	ALLAS, TX 75312-075	7 (832)	871-4637
PERIOD LOOMIS ID	LOCATION	DESCRIPTION OF CHARG	GES	CHARGES	TAX	TOTAL
05/31 35610P-1830	CITY HALL	PRO RATED SAFEPOINT	MAY PRORATES	182.34	0.00	182.34
06/24 35610P-1830	CITY HALL	SAFEPOINT SERVICE	SAINT LOUIS/MO	307.00	0.00	307.00
05/24 35610P-1830	CITY HALL	FUEL FEE	182.34 @ 4.5%	8.21	0.00	8.21
		Location S	Subtotal	497.55	0.00	497.55
06/24 35611P-1830	RECREATION	SAFEPOINT SERVICE	SAINT LOUIS/MO	307.00	0.00	307.00
05/24 35611P-1830	RECREATION	FUEL FEE	307.00 @ 4.5%	13.82	0.00	13.82
		Location S	Subtotal	320.82	0.00	320.82 5500
		Total Due This	Invoice	CHARGES 818.37	TAX 0.00	TOTAL 818.37

RECEIVED BY CITY OF BELLEFONTAINE NEIGHBORS DATE: 0

APPROVED FOR PAYMENT

LOOMIS (832) 871-4637 INVOICE NUMBER:

13507509 INVOICE DATE: 31-MAY-24

INVOICE AMT: \$ ACCOUNT NUMBER

818.37 10327113

gentale



4.78 Wheelers Farms Rd . Milford, CT 06461

FEDERAL ID NO. 94-2984524



### **Go Paperless!**

Paperless invoicing promotes sustainability while reducing your carbon footprint.

It's fast, easy and convenient.

Sign up today at

www.myquadient.com

MAR 1 8 2024

Invoice Date		3/5/2024
Invoice Number		Q1232993
Invoice Due Date		4/4/2024
Previous Balance		\$ 0.00
Payments Applied		(0.00)
Adjustments		(0.00)
<b>Current Charges</b>	(Itemized on p. 3)	803.88
		,

Attn: Accounts Payable
CITY OF BELLEFONTAINE
NEIGHBORS
9641 Bellefontaine Rd
Saint Louis MO 63137-1818

Total Amount Due \$

CITY OF BELLEFONTAINE NEIGHBORS

803.88

FOR APPROVED FOR PAYMEN

AMOUNT

Jugue poole

For your convenience, you can view and manage your account online by accessing your Myquadient account at **www.myquadient.com**.

Still need assistance? Please use the **Contact Us** link or call Quadient Customer Service at **1.800.636.7678.** 

### PLEASE DETACH AND SUBMIT THIS STUB WITH PAYMENT

Payment Stub: To ensure proper credit to your account, please write your customer number and invoice number on your check. Please detach and return this portion with your payment. If you pay electronically, please do not remit a payment. Your account will be charged three days prior to the invoice due date.

Make checks payable to the remit address:

Quadient Leasing USA, Inc. Dept 3682 PO Box 123682 DALLAS TX 75312-3682 Customer Name . . . . CITY OF BELLEFONTAINE NEIGHBORS Customer Number . . . 00229410

Amount Due by April 4, 2024

\$ 803.88

Amount Remitted



Pay your invoices and manage your account online at www.myquadient.com.

Sign in or sign up today!

478 Wheelers Farms Rd • Milford, CT 06461



FEDERAL ID NO. 94-2984524

CITY OF BELLEFONTAINE NEIGHBORS 9641 Bellefontaine Rd Saint Louis MO 63137-1818 Customer Number: 00229410

-

Current	: Charges		Page 3 of 3
INVOICE NO. Q1232993	COVERAGE PERIOD / DESCRIPT 29-Feb-24 To 27-Feb-25	TION	
LEASE NO.	INSTALL ADDRESS	PAYMENT	AMOUNT
N24022364	CITY OF BELLEFONTAINE NEIGHBORS 9641 Bellefontaine Rd SAINT LOUIS MO 63137-1818	Lease Payment	\$ 803.88
		Lease Total	\$ 803.88
Current Char	ges Total		\$ 803.88



PO Box 3811 Milford, CT 06460-8711

1oz - #10 - Q74500 - 1260 - 2731 - F2 P467 ATTN: ACCOUNTS PAYABLE CITY OF BELLEFONTAINE

NEIGHBORS

9641 BELLEFONTAINE RD SAINT LOUIS MO 63137-1818

րդիկիրդությունների հուրիկիրիկիրությունի կորհիկի

MAR 1 8 2024



290 Axminister Drive | Fenton, MO 63026 636-349-2421 | 636-349-1968 sci-supplies.com

### INVOICE

Date	Invoice #
6/5/2024	188862-1

### **Supply Concepts Inc.**

City of Bellefontaine Neighbors 9641 Bellefontaine Road St. Louis, MO 63137 Ship To

City of Bellefontaine Neighbors 9641 Bellefontaine Road City of Bellefontaine Neighbor St. Louis, MO 63137

Р.	O. No.	Terms	Due Date	Re	ер	Ship	Via																
S	emmie	Net 30	7/5/2024	101		101		101		101		101		101		101		101		101		6/5/2024	SCI
Quantity	Item Code	Desc	ription		U/M	Price Each	Amount																
100	NonCat**	*** Delivered *** Receipt 3part NCR w/c/p v Numbered 93051 to 9805  CITY OF B DATE: FOR APPROVED FOR PAYMENT AMOUNTS	RECEIVED BY		BORS DEPT	Alica HSI	1,600.00																

If you've received this e-mail by mistake, please let us know the correct e-mail for billing purposes.

Thank-You!

Balance Due	\$1,600.00
Payments/Credits	\$0.00
Total	\$1,600.00
Sales Tax (8.238%)	\$0.00
Subtotal	\$1,600.00

### **Semmie Ruffin-Hall**

From:

accounting@sci-supplies.com

Sent:

Wednesday, June 26, 2024 3:22 PM

To:

Lori Lenz

Cc:

Semmie Ruffin-Hall

Subject:

Invoice 188862-1 from Supply Concepts, Inc.

**Attachments:** 

Inv\_1888621\_from\_Supply\_Concepts\_Inc.\_14036.pdf

### Supply Concepts, Inc.

Invoice Due: 07/05/2024

188862-1

Amount Due: \$1,600.00

### Good Day!

Your invoice-188862-1 for 1,600.00 is attached. If there are any questions &/or concerns, please let us know immediately. Please remit payment according to the terms on your invoice. For your convenience, we do accept credit cards and can provide you with a view & pay invoice button (unless it is already shown below).

Thank-You for your business - we appreciate it very much!

Supply Concepts, Inc. Accounting Department

View & Pay Invoice

LOTIVED BY **FAINE NEIGHBORS** 

DATE

Appelliti

Kuffyotbell #5844

### **ROGNAN & ASSOCIATES**

Certified Public Accountants/International Consultants
616 Applecross Ct.

Saint Louis, MO 63021 Telephone (636) 391-9831 Fax (636) 391-9835

"Client Service Driven"
Website: Rognanandassociates.com

June 17, 2024

Mayor & Board of Alderpersons City of Bellefontaine Neighbors 9641 Bellefontaine Road St. Louis Missouri 63137



### PROFESSIONAL SERVICES RENDERED - 2024-2025 BUDGET PREPARATION

Pursuant to our contractual agreement, we prepared budget worksheets to plan and prepare for the City's budget meetings; attended budget meetings with the City's budget committee and leaders to discuss said budget; prepared the 2024-2025 budget for the City, based on said discussions and comments at said meetings. Contractual agreement agrees to \$3,000 for the 2024-2025 budget preparation.

Professional fees for services rendered

\$3,000

This invoice is payable upon receipt. We would like to thank you for the opportunity to serve you.

Sincerely,

Richard A. Rognan, CPA Managing Partner

CITY OF BELLEFONTAINE NEIGHBORS

APPROVED FOR PAYMEN

OR PAYMENT CHILLE

501001

filename:CityofBellefontaineNeighborsBILL

156 Weldon Parkway

### WESTPORT POOLS

A LANDMARK AQUATIC COMPANY

Site

Bill To

City of Bellefontaine Neighbors 9641 Bellefontaine Rd. Bellefont. Nbrs, MO 63137

Resource Information

Work Order #

170839

**Customer PO#** Memo

Work Order 170839 CHEM DELIVERY

**Email** msnead@cityofbn.com Invoice

Invoice # 134330

**Date Created** 5/22/2024

Net 10 days **Payment Terms** 

Landmark Aquatic LLC

Email SLService@landmarkaquatic.com

Maryland Heights, MO 63043

Telephone: (314) 743-4829

Customer ID 1B010010

City of Bellefontaine Neighbors Msnead@cityofbn.com

Work Order Description CHEMICAL DELIVERY

Email Invoices To:

**Customer Viewable Notes** 

Items	Description	Work Date	Units	Unit Price	Total
Parts	CHEMCLOR0900 VERTEX CONCENTRATE GAL	5/14/2024	475.00	\$3.30	\$1,567.50
Parts	CHEMPHAJ1055 MURIATIC ACID CASE OF 4 GALLONS	5/14/2024	6.00	\$40.00	\$240.00
Parts	CHEMSPEC1050 DIATOMACIOUS EARTH 50 LB	5/14/2024	6.00	\$55.00	\$330.00
Miscellaneous	CHEM DELIVERY	5/14/2024	1.00	\$0.00	\$0.00

RECEIVED BY CITY OF BE ONTAINE NEIGHBORS FOR DEPT APPROVED FOR PAYMEN AMOUNT 3

REMIT TO:

WESTPORT POOLS LLC 156 WELDON PARKWAY

MARYLAND HEIGHTS, MO 63043

Subtotal \$2,137.50 Sales Tax \$0.00 Payments \$0.00

Or pay online at www.westportpools.com/pay-my-bill

Total

\$2,137.50



Happy with our service? You can easily leave a Google review using this QR code.



Recreation & Parks Software





RecTrac, LLC

Bill To:

dba Vermont Systems 12 Market Place

Essex Junction, VT 05452 Phone: (802)490-7672

accounts receivable @vermont systems.com

MAIL CHECKS TO:

Vermont Systems PO Box 1377

Williston, VT 05495-1377

CUSTOMER NO.: VS-000514 INVOICE NO.: VS012853

Bellefontaine Neighbors

Parks & Recreation 9641 Bellefontaine Road

BellefontaineNeighbrs, MO 63137

Ship To: Bellefontaine Neighbors

Parks & Recreation 9641 Bellefontaine Road

BellefontaineNeighbrs, MO 63137

<b>Date</b> 06/01/2024	P O Number	Ship Via Ground	F.O.B. Origin	Terms Net 30
	Itam Number	Description	Unit Price	Amount
Quantity 1	Item Number VS-V-RT-MU-AR-M	Activity Reg-M/U Annual MA	\$636.70	\$636.70
1	VS-V-RT-MU-FR-M	Facility Res-M/U Annual MA -	\$636.70	\$636.70
1	VS-V-RT-MU-PI-M	Pass Mgmt Photo/Print PVC -	\$856.64	\$856.64
1	VS-V-RT-MU-SA-M	RT SystemAdmin. M/U Annual -	\$463.05	\$463.05
1	VS-V-RT-MU-AU-M	RecTrac Add'l User Annual MA -	\$69.46	\$69.46
1	VS-V-PT-IN-ERI-M	Credit Card Interface -	\$694.58	\$694.58
12	VS-V-HS-S1	VSI Cloud Hosting Standard Service - Silver, First 5 Users Monthly -	\$441.00	\$5,292.00
1	VS-T-PG-M	Database Platform Annual Maintenance (formerly Progress) -	\$532.51	\$532.51
			Subtotal	\$9,181.64

FREIGHT \$0.00 SALES TAX \$0.00

Total

\$9,181.64

Covers 7/1/2024-6/30/2025

APPROVED FOR PAYMENT

### **HEWKIN AUTO BODY CO**

15 DARST RD, FERGUSON, MO 63135

Phone: (314) 522-9468 FAX: (314) 522-1232

Workfile ID: PartsShare: c8ac16ed 7WVnJL

Federal ID:

721542060

### **Estimate of Record**

**Customer: CITY OF BELLEFONTAINE NEIGHBORS:** 

Job Number:

Written By: Steven Hewkin, 5/16/2024 10:45:45 AM

Insured:

Owner:

CITY OF BELLEFONTAINE

**NEIGHBORS:** 

Policy #:

Claim #:

Type of Loss:

CITY OF BELLEFONTAINE NEIGHBORS:

Date of Loss:

Days to Repair: 0

**Insurance Company:** 

Point of Impact:

(314) 805-1294 Business

Inspection Location:

HEWKIN AUTO BODY CO

15 DARST RD

FERGUSON, MO 63135

Repair Facility

(314) 522-9468 Business

**VEHICLE** 

2024 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

VIN:

1FM5K8AB7RGA27789

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

**BLACK** 

Mileage Out:

Job #:

State:

Production Date:

2/2024

Condition:

**TRANSMISSION** 

**Automatic Transmission** 

4 Wheel Drive

**POWER** 

**Power Steering** 

Power Brakes

**Power Windows** 

Power Locks Power Mirrors

Power Driver Seat

**DECOR** 

**Dual Mirrors** Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control Backup Camera

**RADIO** 

AM Radio FM Radio

Stereo

Search/Seek

**Auxiliary Audio Connection** 

**SAFETY** 

Drivers Side Air Bag Passenger Air Bag Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control Front Side Impact Air Bags

Head/Curtain Air Bags Hands Free Device

Xenon or L.E.D. Headlamps

**SEATS** 

Cloth Seats

**Bucket Seats** 

Reclining/Lounge Seats

**WHEELS** 

Styled Steel Wheels

**PAINT** 

Clear Coat Paint

**OTHER** 

Rear Spoiler California Emissions

**TRUCK** 

Trailer Hitch

Trailering Package

### **Estimate of Record**

### **Customer: CITY OF BELLEFONTAINE NEIGHBORS:**

Job Number:

2024 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FRONT DOOR			-				
2		Refn	RT Outer panel					2.4
3			Add for Clear Coat					1.0
4		Refn	LT Outer panel					2.4
5			Overlap Major Non-Adj. Panel					-0.2
6			Add for Clear Coat					0.4
7		R&I	RT Belt molding				0.3	
8		R&I	LT Belt molding				0.3	
9	*	R&I	RT Lower molding				<u>0.4</u>	
10	*	R&I	LT Lower molding				<u>0.4</u>	
11		R&I	RT Mirror outside Interceptor, w/o strobe lamps				0.3	
12		R&I	LT Mirror outside Interceptor, w/o strobe lamps				0.3	
13		R&I	RT Handle, outside INTERCEPTOR				0.4	
14		R&I	LT Handle, outside INTERCEPTOR				0.4	
15		R&I	RT R&I trim panel				0.5	
16		R&I	LT R&I trim panel				0.5	
17	REAR DOOR							
18		Refn	RT Outer panel					2
19			Overlap Major Adj. Panel	*				-0
20			Add for Clear Coat					0
21		Refn	LT Outer panel					2
22			Overlap Major Adj. Panel					-0
23			Add for Clear Coat					0
24		R&I	RT Belt molding from 12/07/2020				0.3	
25		R&I	LT Belt molding from 12/07/2020				0.3	
26		R&I	RT Lower molding black INTERCEPTOR, BASE				0.4	
27		R&I	LT Lower molding black INTERCEPTOR, BASE				0.4	
28		R&I	RT Handle, outside INTERCEPTOR				0.4	
29		R&I	LT Handle, outside INTERCEPTOR				0.4	
30		R&I					0.4	
31		R&I	LT R&I trim panel				0.4	
32	#	Repl			1	10.00		
33	#	Subl			1	3.00	X	
- 55				SUBTOTALS		13.00	6.8	11

### **Estimate of Record**

### **Customer: CITY OF BELLEFONTAINE NEIGHBORS:**

Job Number:

2024 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

### **ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				10.00
Body Labor	6.8 hrs	@	\$ 70.00 /hr	476.00
Paint Labor	11.0 hrs	@	\$ 70.00 /hr	770.00
Paint Supplies	11.0 hrs	@	\$ 40.00 /hr	440.00
Miscellaneous				3.00
Subtotal				1,699.00
Grand Total				1,699.00

#5214

RECEIVED BY
CITY OF BELLEFONTAINE NEIGHBORS
DATE: 5128124 Police
PEPT

APPROVED FOR PAYMENT

AMOUNT \$ 16990

HEWKIN AUTO BODY CO 15 DARST RD

FERGUSON, MO 63135

Phone Number: (314) 522-9468 Fax Number: (314) 522-1232 Federal ID Number: 721542060

05/16/2024

CITY OF BELLEFONTAINE NEIGHBORS:

Re: 2024 FORD Police Interceptor Utility Vehicle AWD (Fleet)

Dear CITY OF BELLEFONTAINE NEIGHBORS::

Enclosed is the documentation for the repair work performed on your vehicle. The following is a breakdown of the billing and payments received:

Original Gross Amount:	\$1,699.00
Total Supplement Amount:	
Current Gross Amount:	\$1,699.00

Receipts Already Received from Customer:

\$0.00

Receipts Due from Customer:

\$1,699.00

Please review your records and issue payment for the current balance due. Thank you for your prompt attention to this matter.

Sincerely,

Steven Hewkin

Estimator

### FOUR SEASONS DISTRIBUTORS

5951 PENNBROOKE DR. SAINT LOUIS, MO 63129-7230



### **Invoice**

DATE	INVOICE #
6/13/2024	73558

**BILL TO** 

BELLEFONTAINE RECREATION DEPARTMENT 9641 BELLEFONTAINE ROAD SAINT LOUIS, MO 63137 SHIP TO

BELLEFONTAINE COMMUNITY CENTER 9669 BELLEFONTAINE ROAD SAINT LOUIS, MO 63137 OFFICE 314-867-0700 MARTHA SNEAD 314-420-7441

P.0	O. NUMBI	ER	TERMS	REP	Account #	SHIP	VIA	F.O.	B.
M	ARTHA		NET 15	GTR	70700	6/13/2024	OT	DELIVI	ERED
ORD	SHIP	U/M	ITEM CODE		DESCF	RIPTION		PRICE EA	AMOUNT
2	2		3014	50CT J&J S	SOFT PRETZEL K	INGSIZE 5.5	OZ	52.00	104.00
2	2		6028	90/.55 OZ	AIRHEADS			15.00	30.00
1	1		37050	50CT SS L.	AYS CLASSIC V	ARIETY MIX		20.75	20.75
2	2		470M	20 OZ POV	VERADE BLUE 2	4CT		21.00	42.00
1	1		43835C	35/12 OZ D	IET COKE CAN			21.00	21.00
2	2		44135C	35/12 OZ S	PRITE CAN			21.00	42.00
2	2		43935C	35/12 OZ C	OKE CLASSIC C	AN	90	21.00	42.00
	1		2336S	MM UNIV	CITY OF BELL DATE: FOR APPROVED FOR PAYMENT	CEIVED BY FONTAINE NE		11.10	11.10

BY			Customer Total Bala	nce 134.55
PICK BY	CHECK BY	DELIVER	Invoice Total	\$312.85

Phone # Fax # E-mail Web Site

114.897-514.44Acc RUE-ON 221 12720 BALSALES OF SUKSESSONS DISTRICT HOUSE AS ON SUBSECTION IS TAKEN TO COLLECT A PAST DUE ACCOUNT THE BUYER AGREES TO PAY ALL COLLECTION AND/OR ATTORNEY FEES.



Bill To

CITY BELLEFONTAINE NEIGHBORS. 9669 BELLEFONTAINE ROAD, ST LOUIS, MO 63137 ST LOUIS, MO 63137

ce from while Invoice 15063

Apr 24, 2024

Job Number

2091

Payment Terms

Net 30

**Total Due** 

\$1,733.79

**Due Date** 

May 24, 2024

**CUSTOMER NAME** 

PROPERTY NAME

PROPERTY ADDRESS

CITY BELLEFONTAINE NEIGHBORS

Bellefontaine Recreational Center

9669 Bellefontaine Road St. Louis, MO 63137

**AUTHORIZED BY** 

**CUSTOMER WO** 

NTE

### **Invoice Summary**

Repair Gas Leak.

- Gas company shut off gas for leaks around older boiler, rebuilt gas line into the boiler and the pilot line and pressure tested gas lines. Held pressure for

30 min.

Labor

Description

HIME NUGHBORS DATE:

FOR

APPROVED FOR PAYMENT

Rate

Price Subtotal

Mark Davidson - April 12, 2024 - Regular Labor

\$120.00 \$540.00

### Parts & Materials

Description TRUCK CHARGE 1/4" PIPING PIPE FITTINGS

Quantity Unit Price Price Subtotal 1 \$45.00 \$459.65 \$459.65 1

\$689.14

Total

\$1,733.79

\$45.00

\$689.14

### Terms of Service

All past due amounts are subject to a service charge of 1.5% per month (18% per year). If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees.

### NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo, TO AVOID THIS



TEL: 314.298.7100 TOLL-FREE: 877.298.7100 FAX: 314.298.7111 EMAIL CUSTSERV@NEWSYSTEMONLINE.COM

MAY 1 4 2024 BY: .....

RECEIVED

INVOICE

Page 1/1

10678 Trenton Ave. St. Louis, Mo. 63132 www.newsystemonline.com

CITY OF BELLEFONTAINE

Sold To

ATT: LORI LENZ

NEIGHBORS

9669 BELLEFONTAINE RD

ST LOUIS MO 63137

Ship To

BELLEFONTAINE NEIGHBORS

ATT: CITY HALL

9641 BELLEFONTAINE

ST LOUIS MO 63137

Customer #	Order Date	Sales Order #	Buyer	Customer P/O #	Ship Via	Salesman
0600405	03/25/2024	102764	SEMMIE RUFFIN-HALL		Tr T1/002	60
Invoice #	Invoice Date	Ship Date	Freight Terms	Job Number	Terms	L
102764	04/10/2024	04/09/24	PREPAID		NET 30 DAYS	

LN	ONTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	MOU	NET PRICE	EXTENSION
1.	4	4		NA-RM385820	LINER LD 38X58 2.0 MIL BLACK 100/CASE 10/10 PER CASE 70/SKID	CS	62.85	\$251.40
2	4	4		TK-121201	TORK ADV CENTERFEED 2PLY WHITE 6/600' 50/PALLET	CS	82.14	\$328.56
				CITY OF BEI	RECEIVED BY LEFONTAINE NEIGHBORS			
				FOR APPROVED FOR PAYMENT AMOUNT \$	Launce Luff Pale	2		

Signature Proof of Delivery:

Steven Flowers 04/09/24 12:08

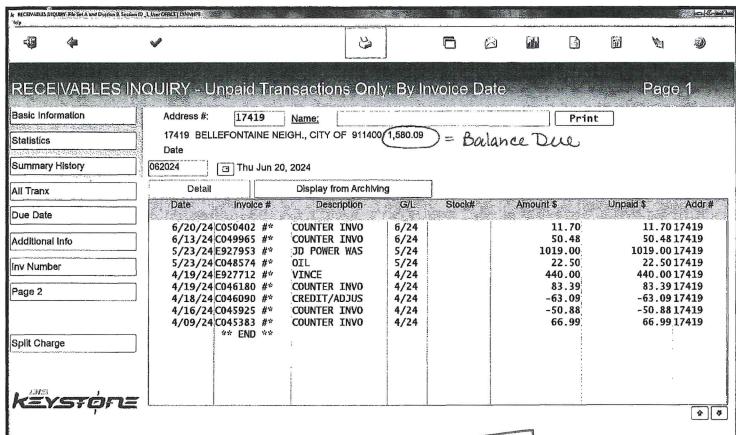
WE ARE MOVING! PLEASE REMIT PAYMENT TO: NEW SYSTEM LLC.

PO BOX 8488, ST. LOUIS, MO, 63132

Terms & Conditions
RETURN POLICY: UNOPENED ITEMS - WITHIN 30 DAYS.
ALL RETURNS WILL INCLUDE 20% RESTOCKING FEE &

SHIPPING CHARGES MAY APPLY.

Merchandise 579.96 Freight FUEL SURCHARGE Sub Total Taxable 0.00 5.00 584.96 0.00 Tax (MOG) 0.00 \$584.96 TOTAL



RECEIVED BY
CITY OF BELLEFONTAINE NEIGHBORS
DATE: DEPT
FOR
APPROVED
FOR PAYMENT
AMOUNT \$ 1580.8

### Terri Case

From:

Lynn Crivello (Art's Lawn Mower Shop) < lynn@artslawnmowershop.com>

Sent:

Friday, June 28, 2024 8:33 AM

To:

Terri Case

Subject:

Account #17419 Summary is Attached - from Art's Lawn Mower Shop

**Attachments:** 

Summary of Account Balance.pdf

Hello Terri,

Please find attached your Account Summary of balance due = \$1,580.09. We appreciate your assistance with sending payment soon.

Have a nice day!

Thank you,

### Lynn Crivello

Accounts Receivable

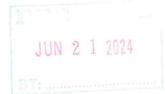
Art's Lawn Mower Shop, Inc.

314-741-1055

Lynn@artslawnmowershop.com

### A.A.Quick Electric Sewer Service Inc.

## 3012-A North Lindbergh Blvd. St. Louis, MO 63074



Phone 314-429-7131 Fax 636-949-6868

City Of Bellefontaine 9641 Bellefountaine Rd St. Louis, MO. 63137

### **Invoice**

P.O.# or Job Address

			1147 Grens	shaw			
Date	Date Completed	Work Order#	-	Ter	ms		Due Date
6/13/2024	6/13/2024	203765		Net	30		7/13/2024
	Descrip	tion		Hours / #	of Drains	Rate	Amount
repaired se	CITY OF BATE: LEFOR APPROVE FOR PAYMAMOUNT	12/124	NE NEIGHBORS PL) DEPT			9,430.00	9,430.00
					Total	\$0	9,430,00

A Service charge of 1 1/2% per month (18% per Annum) will be charged on all accounts not paid in 30 days. PLEASE INCLUDE WORK ORDER NUMBER ON ALL CHECKS SUBMITTED FOR PAYMENT!

9641 Bellefontaine Road St. Louis County, Missouri 63137

Office: 314-867-0076 Fax: 314-867-1790



AA Quick Plumbing & Sewer 3012-A North Lindbergh Blvd. St. Louis, MO 63074

FROM THE OFFICE OF THE BUILDING DEPARTMENT

June 4, 2024

### CONTRACT

Your verbal proposal given this date for performing everything required including all labor, insurance, materials, tools, equipment and transportation for the following sewer lateral project in the City or Bellefontaine Neighbors is accepted.

LATERAL PROJECT #0724 @ 1147 GRENSHAW DRIVE

Replace 46 feet of existing sewer lateral and install a yard clean-out.

Check remainder of the existing lateral not replaced. If additional work is required, it will be paid for as extra work.

TOTAL LUMP SUM PRICE FOR THE ABOVE WORK TO BE \$9430.00

HOMEOWNER: MARZELLA BROWN LOCATOR NUMBER: 11F620130

PHONE: 314-484-9119

### AGREED AND ACCEPTED:

ATTEST:	TY OF BELLEFONTAINE NEIGHBORS
(/// /lm	
Lateral Sewer Commissioner	
all-	
President	Secretary



# STATEMENT OF COMMERCIAL ACCOUNT

STATEMENT DATE: 05/31/24 PAGE: 1

CUSTOMER NUMBER: 6701-3413-9

REMIT PAYMENT TO:
THE SHERWIN-WILLIAMS COMPANY

DALLAS, TX 75284-0943 PO BOX 840943

NEIGHBORS 9641 BELLEFONTAINE RD SAINT LOUIS, MO 63137 1818 CITY BELLEFONTAINE

**NEIGHBORS** 

CITY BELLEFONTAINE

JOB NUMBER: 1

703140 / 00154

REMITTANCE ADVICE CUSTOMER NO. 6701-3413-9

PAGE 1

SAINT LOUIS, MO 63137 1818 9641 BELLEFONTAINE RD

JOB NUMBER: 1 JOB NAME: CITY BELLEFONTAINE PAYMENT TERMS: NET 20TH PROX

**DUE DATE** 06/20/2024 PLEASE PAY \$762.78

# THANK YOU FOR YOUR PAYMENT

PLEASE RETURN THIS REMITTANCE ADVICE WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE

**NET AMOUNT DUE:** \$762.78

CHE	AMOUNT
CHECK NO.	UNT PAID
	763.
	8

\$762.78

\$351.75 \$0.00

\$226.08 \$184.95

\$0.00

# ACCOUNT SUMMARY PAST DUE AMOUNTS MUST BE PAID IMMEDIATELY

IF YOU HAVE ANY QUESTIONS CONCERNING YOUR ACCOUNT, PLEASE CALL 314-522-0332

PAST DUE 61-90 DAYS: PAST DUE OVER 90 DAYS: NET AMOUNT DUE:	\$0.00 \$0.00 \$0.00	CURRENT MONTH STORE CREDITS: CURRENT MONTH OTHER DEBITS: CURRENT MONTH OTHER CREDITS: ACCOUNT BALANCE
CURRENT DUE: PAST DUE 1-30 DAYS: PAST DUE 31-60 DAYS:	\$577.83 \$184.95	PREVIOUS BALANCE: CURRENT MONTH CHARGES: CURRENT MONTH DAYMENTS:

DATE

TYPE

STORE 703140

P.O. NUMBER/JOB DESC

AMOUNT

POLICE DEPARTMENT

CHARGE

CHARGE

CHARGE

ACCOUNT DETAIL

05/20/2024 CHARGE

703140

80546

04/09/2024 04/02/2024 04/02/2024 02/12/2024 02/01/2024

CHARGE

703140 703140 703140 703140

48744 46524 46359 29785 26823 REF NO

**BUILDING DEPARTMENT** 

\$137.88

\$31.04

\$57.16

\$115.92 \$235.83

\$184.95

\$184.95

CHARGE

### SUBTOTAL \$577.83 80546 46359 48744 46524 29785 26823 REF NO MOLIN

7
PLEASE CHECKMARK ITEMS PAID IN FULL OR ENTER AMOUNT PAID

\$184.95	\$31.04	\$137.88	\$57.16	\$115.92	\$235.83	AMOON
.95	.04	.88	.16	.92	.83	VI ENIER AMOUNI PAID

### A.A.Quick Electric Sewer Service Inc.

## 3012-A North Lindbergh Blvd. St. Louis, MO 63074

Phone 314-429-7131 Fax 636-949-6868

City Of Bellefontaine 9641 Bellefountaine Rd St. Louis, MO. 63137

**Invoice** 

P.O.# or Job Address	
----------------------	--

### 9641 Bellefontaine

Date	Date Completed	Work Order#		Te	rms		Due Date
5/30/2024	5/30/2024	204151		Ne	t 30		6/29/2024
	Descrip	tion		Hours / #	of Drains	Rate	Amount
1		m. Fixed a				4,400.00	4,400.00
CITY O DATE: FOR APPROV FOR PAY	MENT	NEIGHBORS  VICE DEI  VICE	. Te			JUN 2 4	2024
					Total	\$4	1,400.00

A Service charge of 1 1/2% per month (18% per Annum) will be charged on all accounts not paid in 30 days. PLEASE INCLUDE WORK ORDER NUMBER ON ALL CHECKS SUBMITTED FOR PAYMENT!

### **PENNY WINDOW-24**

9910 HALLS FERRY ST. LOUIS, MO 63136 USA

Voice: 314-867-4355 Fax:

314-867-7773

Bill To:

CITY OF BELLEFONTAINE 9669 BELLEFONTAINE RD. ST. LOUIS, MO

			1 11	1	1	
8	E.S.	嫗	W.#	见用	E	
	M '	400	100		1	Billion and

Invoice Number: PW-24-0632 Invoice Date:

Jun 20, 2024

Page:

1

Duplicate

	Ship to:
	CITY OF BELLEFONTAINE 9641 BELLEFONTAINE RD.
and the second	

Custon	nerID	Customer PO	Payment Te	rms
BELLEFO	NTAINE	9641 BELLEFONTAINE	Net 30 Days  Ship Date Due Date	
Sales F	Rep ID	Shipping Method		
			6/20/24	7/20/24
Quantity	Item	Description	Unit Price	Amount
1.00	INSTALL LABOR	INSTALLATION LABOR	675.00	675.00
1.00	SD K1	CD K4	672.00	070.00

Quantity	Item	Description	Unit Price	Amount
1	INSTALL LABOR	INSTALLATION LABOR	675.00	675.00
1.00	SD-K1	SD-K1	673.00	673.00
DA FO AP FO	RECEIVED B TY OF BELLEFONTAINE TE: 6 1 25 124 R PROVED R PAYMENT MOUNT \$ \$1348.00			
[ An	100NT\$ 41/3 (8	2049.1	w.	
		Subtotal		1,348.00
		Sales Tax		
		Total Invoice Amount		1,348.00
Check/Credit Mem	o No:	Payment/Credit Applied		
		TOTAL	3	1,348.00

### INTRODUCED BY WESLEY GILLESPI

INTRODUCED BY WESLEY GILLESIY
BILL NO. 2692 ORDINANCE NO
AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, TO EXECUTE AND ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF BELLEFONTAINE NEIGHBORS WITH WASTE MANAGEMENT OF MISSOURI, INC. FOR COLLECTION, DISPOSAL AND PROCESSING OF SOLID WASTE AND RECYCLABLE MATERIALS SERVICES.
BE IT ORDAINED BY THE CITY BOARD OF ALDERMEN FOR THE CITY O BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:
Section 1. The Mayor and other appropriate city officials are hereby authorized to execute and enter into an agreement on behalf of the City of Bellefontaine Neighbors with Wast Management of Missouri, Inc. ("Waste Management") whereby Waste Management will provide services for the collection, disposal and processing of solid waste and recyclable materials to the City of Bellefontaine Neighbors in substantial accord with the terms and conditions set forth in Exhibit A attached hereto and incorporated herein by this reference, together with such amendments, addenda or revisions thereto in form or substance as may be approved by the Cit Attorney.
Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.
PASSED BY THE BOARD OF ALDERMEN FOR THE CITY O BELLEFONTAINE NEIGHBORS ON THIS DAY OF, 2024.
Presiding Officer Attest:
Semmie Ruffin-Hall, City Clerk
APPROVED THIS, 2024.

Dinah L. Tatman, Mayor

Semmie Ruffin-Hall, City Clerk

Attest:

### SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this 31 st day of May, 2024 (the "Effective Date") by and between WASTE MANAGEMENT OF MISSOURI, INC., a corporation organized and existing under the laws of the State of Missouri (hereafter "Company"), and City of Bellefontaine Neighbors, a municipal corporation created under the laws of the State of Missouri (hereafter "City") (Company and City each a "Party" and collectively the "Parties").

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

### 1. DEFINITIONS

- a. "Applicable Law" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- b. "Bagster@Bag" means a soft-sided polypropylene container that can hold up to 3,000 pounds of solid waste, is purchased by the Service Recipient at a local hardware home supply store or online by the Service Recipient, and is collected by Company using a special vehicle with an overhead crane.
- c. "Bagster@ Service" means a method for Service Recipients to arrange for collection of solid waste as an alternative to temporary bin or roll-off box service, using a Bagster

bag. Company will provide for collection/processing of the Bagster bag. Bagster service is intended as a service additional to, and not as a substitution for, temporary Bin or Roll-Off Container service.

- d. "Bin" means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (l) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.
- e. "Bulky Waste" means large household items that do not properly fit in the Service Recipient's Cart and meet the following criteria: (i) do not exceed four feet by four feet by two feet (4'x4'x2'); (ii) weigh no more than sixty (60) pounds and can be safely lifted by one person; (iii) do not include any Unacceptable Waste, automotive parts, tires, tree stumps, oil or gas, propane tanks, C&D Debris, or batteries; and (iv) are attributed to the normal activities of a Single-Family Premises. Such materials may include bundled or bagged Solid Waste, furniture, area and floor rugs properly prepared (cut and bundled), and small appliances. All liquids must be drained; no item may contain Freon. Mattresses and box springs must be wrapped in plastic or placed in a closed plastic bag for the health and safety of the WM collection personnel.
- f. "Cart" means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.
- g. "Collection Service(s)" means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.
  - h. "Construction and Demolition Debris" or "C&D Debris" means materials resulting from construction, remodeling, repair, or demolition operations on any Residential Premises. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper,

plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

- i. "Container" means a Bin, Cart of Roll-Off Container.
- j. "Contamination" refers to materials placed in a Recyclables Container other than Recyclables, or material placed in an Organic Waste Container other than Organic Waste.
- k. "Contamination Charge" means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating non-Recyclables placed in Recyclables Containers or non-Organic Waste in Organic Waste Containers, or for arranging special, unscheduled collections due to placement of Solid Waste or Organic Waste in Recyclables Containers, or Solid Waste in Organic Waste Containers.
- 1. "CPI-U" means the Consumer Price Index, series CUUROOOOSEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.
- m. "Dwelling Unit" means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- n. "Food Waste" means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.
- o. "Green Waste" means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
- p. "Multi-Family Complex" means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).
  - q. "Multi-Family Dwelling Unit" means a Dwelling Unit in a Multi-Family Complex.
  - r. "Organic Waste" means Food Waste and Green Waste. Organic Waste does not include items defined herein as Unacceptable Waste.

- s. "Overage" is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- t. "Overage Charge" means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.
- u. "Premises" means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- v. "Process" or "Processing" means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the residue is properly disposed.
- w. "Rates" means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit "A" attached hereto, as such may be adjusted from time to time.
  - x. "Recyclables" means the materials described as such in Exhibit "B" attached hereto.
- "Refuse" means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 4(b)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.
  - z. "Residential Premises" means a Single-Family Premises or Multi-Family Complex.
- aa. Roll-Off Container" means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.
- bb. "Service Area" means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included

with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

- cc. "Service Recipient" means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.
- dd. "Single-Family Premises" means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).
- ee. "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.
- ff. "Unacceptable Waste" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.
- 2. <u>TERM</u>. The Term of this Agreement shall be for <u>five</u> (5) years commencing on <u>June 1 st</u>, <u>2024</u> (the "Commencement Date") and expiring <u>May 31 st</u>, <u>2029</u>, with automatic extensions of one (1) year each, unless either Party gives the other at least thirty (30) days advance written notice of the intention to terminate the Agreement at the end of the then-current term.

### 3. <u>EXCLUSIVE RIGHT: EXCEPTIONS: ENFORCEMENT.</u>

a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Organic Waste and Bulky Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not

specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family Premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

- b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.
- c. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

## 4. COLLECTION SERVICES.

#### a. Containers.

- i. Company shall provide each Single-Family Premises with one 96-gallon Cart for Refuse, one 64-gallon Cart for Recyclables, and one 96-gallon Cart for Organic Waste [Additional Carts will be available for a fee as set forth in Exhibit "A".] Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse, Recyclables, and Organic Waste generated by Dwelling Units therein, as determined by Company and the Service Recipient. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.
- ii. Company shall provide Bin service to Residential Services requesting this service. The service frequency and container volume shall be subject to negotiation and agreement between Company and the Service Recipient.
- iii. Company shall provide temporary Bin service and Roll-off Container service to Residential Premises that request these services. Company shall deliver and collect temporary Bins or Roll-off Containers at the direction of the Service Recipient.
- iv. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear; Company may charge a replacement fee and delivery fee as set forth in Exhibit "A". However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange for the fee set forth in Exhibit "A". Service Recipients may not, itself or through a third party, mechanically compact materials placed in Company-provided Containers.

## b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside (l x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m., and no later than 6:00 p.m. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

- ii. Recyclables shall be collected from the curbside (Ix) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m., and no later than 6:00 p.m. Recyclables shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.
- iii. Organic Waste shall be collected from the curbside (Ix) times per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. and no later than 6:00 p.m. Organic Waste shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.
- iv. <u>Bulky Waste</u>. Company will provide scheduled Bulky Waste curbside pickup to all residential Service Recipients up to one (l) time per month at no additional charge. Additional pickups or additional items are subject to an additional fee as set forth in Exhibit A. Bulky Waste collections must be scheduled by the Service Recipient by telephone with Company's Service Center, or on Company's website at least forty-eight (48) hours in advance, and Company will provide a collection date. Items must be properly prepared and placed by the Service Recipient at the curb by

7:00 a.m. on the scheduled collection day.

## c. <u>Contamination; Overage</u>.

#### 1. Contamination.

- i. <u>First and Second Occurrences</u>. Company shall service Containers with Contamination except where there is visible Unacceptable Waste. Company shall provide a Violation Notice, where such contact information has been provided.
- ii. <u>Third and Subsequent Occurrences</u>. Company may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, the Service Recipient may request the Container be collected as Refuse, and an additional fee will apply. Alternatively, Company may collect a Container with Contamination and invoice the Service Recipient a Contamination Charge in the amount set forth in Exhibit "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided.

- 2. Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Service Recipient may correct the Overage and request that Company return to service the Container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge in the amount set forth in Exhibit "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), Company may increase the Service Recipient's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Service Recipient according to the increased service level.
- d. <u>Overweight Containers</u>. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.
- e. <u>Disposal and Processing</u>. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.
- f. <u>Holiday Schedule</u>. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. Operations support and customer service are not required to be provided on Holidays.
- <u>Customer Services</u>. All Service Recipient contacts and requests will be made through one of the Company's customer experience (CE) channels, which may include phone, chat, and contact back. Company shall have sufficient tools in place to handle the volume of

contacts experienced on a monthly average. Company's CE will offer an automated self-service guided flow or other technology as developed, to resolve most issues. If the matter cannot be resolved through the self-service options, the Company will provide a "contact back" option where the Company will respond to the customer. CE is generally closed on weekends and the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- h. <u>Temporary Services</u>. Company will have the exclusive right to collect, transport, dispose and Process C&D Debris and other Solid Waste from Residential Premises which is not collected as part of the recurring Refuse, Recyclables, or Organic Waste Collection Services hereunder. Such temporary services include (a) the delivery of Roll-Off Containers to the Residential Premises, and the collection and disposal or Processing of Solid Waste placed therein, and (b) on-call collection of Bulky Waste. Company will determine the terms of such services, and the Rates are set forth in Exhibit "A".
- i. <u>Bagster Service</u>. Provided such services are offered by Company in an area including the City, Company will make Bagster@ Service, consisting of collection of the Bagster Bag and processing/disposal, available to all Service Recipients purchasing a Bagster Bag and requesting collection. Bagster Service is intended as a service in additional to, and not as a substitution for, temporary bin or roll-off service.
- j. <u>Special Services.</u> From time to time, Service Recipients may request performance of special services, for which a rate is not provided in Exhibit "A". Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.
- k. <u>Compliance with Laws</u>. The Collection Services shall be performed in accordance with Applicable Law.
- l. <u>Personnel and Equipment</u>. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.
- m. <u>Supervision</u>. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.
- n. <u>Missed Pick-Ups and Complaints</u>. All Refuse, Recyclables, and Organic Waste Containers, as well as Bulky Waste scheduled for collection, must be placed at the curb or other designated

location and ready for pick-up <u>before</u> 6:00 a.m. on the collection day; any Containers or Bulky Waste not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one (l) week, conditions permitting. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one work day, conditions permitting.]

o. <u>Public Outreach</u>. Company acknowledges that education and public awareness are essential elements of efforts to achieve recycling goals. Accordingly, the Company and the City will implement a public education program to expand public and Service Recipient awareness concerning the necessity for methods of reducing, reusing, and recycling waste materials. The Company will cooperate fully with the City in this regard, provided that Company shall not be required to expend more than \$500 per contract year on these efforts, without obtaining additional compensation from the City.

The City shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs, with the assistance and cooperation of the Company. The Company shall have primary responsibility for providing service-oriented information and outreach to Service Recipients and implementing ongoing recycling promotions, education and outreach programs, at the direction of the City.

The Company shall keep the public informed of programs and encourage participation through an electronic Annual Service Update. Once per calendar year, the Company shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City, which will not be unnecessarily delayed or withheld. The Annual Service Update shall be transmitted to all Service Recipients by e-mail, or other electronic means and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, Cart preparation and other service requirements, Holidays, contact information, inclement weather and other policies and other useful Service Recipient information.

The Company shall develop and periodically update and maintain sufficient quantities of new Service Recipient information materials, the format and content of which shall be subject to prior review and approval by the City, which shall not be unreasonably delayed (i.e., longer than two weeks) or withheld. Upon approval, materials shall be transmitted by mail, e-mail, or other electronic means to every new Service Recipient prior to the Service Recipient's first billing and shall, at a minimum, include a statement of applicable rules and service policies, Rates, services and preparation requirements, Holidays, collection day, Company Service Recipient service information and contact information. Materials shall be available in accessible and alternative language formats upon request.

p. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon City or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases City's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to City to comply with such new laws or regulations. Before any such changed services are implemented, Company and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit "A" in order to compensate

Company for implementing said changed services.

q. <u>Natural Disasters.</u> Company will use commercially reasonable efforts to assist City, at the City's request, with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and City shall reimburse Company for the cost of replacement.

#### 5. SERVICE RECIPIENT BILLING.

a. <u>Service Recipient Billing</u>. Company shall be responsible for all billing functions related to the Collection Services provided under this Agreement. All Single-Family Premises Service Recipients shall be billed no less than quarterly, and Multi-Family Complex Service

Recipients shall be billed monthly. However, in the event of a billing error (e.g., Company provides services without billing), Company may bill Service Recipients up to one year after providing Collection Services. Owners of Single-Family Premises shall ultimately be liable for payment of Company invoices, regardless of whether Company initially bills the Dwelling Unit/tenant directly. Service Recipients may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. Company may bill Service Recipients a late payment fee at Company's then-current rate, returned payment fees, reactivation and redelivery fee, as well as all costs associated with bad debt collection, as may be set forth in Exhibit "A". Company may suspend or terminate service to Service Recipients that become more than sixty (60) days past due, and/or may place a lien upon the Service Recipient's property, in accordance with Applicable Law. If such Collection Service is reactivated, Company may charge an Auto Resume charge and/or may require a deposit from the Service Recipient, as may be set forth in Exhibit "A". The City will provide reasonable assistance to Company regarding Company's billing and collection of amounts due from Service Recipients, which may include timely notification to Company of changes in Service Recipients (e.g., evictions, move-ins, and move-outs) and modification of municipal ordinances to ensure Service Recipient's adhere to the requirements of this Agreement. If the ability to pay bills for Collection Service electronically is offered and Service Recipient chooses to remit payment electronically by debit or credit card, a pass-through convenience fee will apply.

b. <u>City Code Enforcement Support - Each month</u>, Company will compile a list of Service Recipients with invoices that are at least 60 days delinquent (the "Delinquent Resident List"), for the purpose of submitting such delinquent residents to the City's Office of Code Enforcement.

## 6. SERVICE RATES.

- a. <u>Service Rate Schedule</u>. Company shall provide the Collection Services for the rates set forth in Exhibit "A" (the "Rates"), as the same may be adjusted in accordance with this Section 6.
- b. <u>Energy Surcharge</u>. All Rates are subject to an Energy Surcharge, which will be added to the Company invoices. The Energy Surcharge is calculated by Company and published at <a href="https://www.wm.com/content/dam/wm/assets/legal/charge-tables/historical-energy-rcharge.pdf">https://www.wm.com/content/dam/wm/assets/legal/charge-tables/historical-energy-rcharge.pdf</a>. Energy Surcharge amounts will be calculated at the time of invoicing based on current applicable percentages.

- c. Annual Adjustment to Rates. Commencing on the date which is one (l) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Base Rates shall be adjusted to the new rates as set forth in Exhibit "A" (the "Rates"). The ancillary service fees set forth in Exhibit A shall also be adjusted annually on the Adjustment Date, by the same percentage change as the base rate. In the event that option years are exercised by both parties, the Annual rate and related ancillary fee rates will adjust based upon the change by an amount the then-current Rates multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index, series CUUROOOOSEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U") from the 12-month period ending the next previous May.
- d. <u>Extraordinary Adjustments</u>. In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:
  - 1. Uncontrollable Circumstance (see Section 10);
- 2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
- 3. Increase in surcharges, fees, assessments, or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
- 4. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
- 5. Increase in the cost of transportation, including fuel and third-party transportation costs, as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the U.S.
- 6. Changes in the cost of labor as determined by the U.S. Bureau of Labor Standards, Employment Cost Index CIU201000052000001, Total compensation, Private industry, Transportation and material moving, Collective Bargaining Agreement or Actual Labor and Benefits Increases (or an equivalent).

- 7. Changes in the cost of equipment as determined by the U.S. Bureau of Labor Standards, Producer Price Index, PCU336120336120, Heavy duty truck manufacturing and costs arising from supply chain impacts (or an equivalent).
- 8. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted Rates shall be deemed to take effect as of the date of Company's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

e. <u>Bad Debt Adjustment</u>. Company shall make reasonable efforts to obtain payment from delinquent accounts through such measures as issuance of late payment notices, telephone requests for payment, and assistance from collection agencies. However, if the average bad debt ratio exceeds 1.5% for the twelve-month period ending the prior to the Adjustment Date, then on the next Adjustment Date there shall be a separate adjustment to Rates to compensate Company for the amount of bad debt exceeding such 1.5% bad debt ratio.

## 7. <u>DEFAULT AND TERMINATION</u>

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) thirty (30) days from the receipt of the notice to cure any default under this Agreement; provided,

however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party.

In the event of non-appropriation by the City, this Agreement shall be terminated immediately. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, nor shall termination of this Agreement by a party be with prejudice to any other right or remedy of such party under this Agreement or applicable law. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

## 8. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

## 9. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

## 10. FORCE MAJEURE

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the

affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

## 11. INDEMNIFICATION

- a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attomeys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement. Nothing in this Agreement shall constitute or be considered a waiver of the City's sovereign immunity.
- c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

#### 12. INSURANCE

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

Type	Amount
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000
C. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall require at least ten days' notice to the City before cancellation of any such Company policy.

## 13. MISCELLANEOUS PROVISIONS.

- a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.
- c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: WM - St. Louis Metro 7320 Hall

Street, St. Louis, MO 63147

Attn: Todd Hinderliter

If to City: City of Bellefontaine Neighbors — City Hall

9641 Bellefontaine Road, Bellefontaine Neighbors, MO 63137

Attn: City Clerk — Semmie Ruffin-Hall

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

- e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.
- f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.
- g. This Agreement shall be subject to annual appropriation of funds by the City, in the City's sole discretion, in accordance with its normal funding practices. In the event funds are not available in full or in part for the payments hereunder, in the City's sole discretion, this Agreement may be terminated in accordance with the termination provisions herein.
- h. To the extent it is required, Company shall comply with Missouri Revised Statutes §285.530. Pursuant to Missouri Revised Statutes §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public entity must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify) as set out in ATTACHMENT A. Compliance with this provision requires completion of ATTACHMENT B.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

## WASTE MANAGEMENT OF MISSOURI, INC.

By: Claire Malieras

Name: Elaine Maheras/Director of Sales

Title: 6/13/2024

## CITY OF BELLEFONTAINE NEIGHBORS

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

Name: Dinah L. Tatman

Title: Mayor

#### **EXHIBIT A**

#### **COMPANY RATES**

City of Bellefontaine standard service rates, 06/01/2024 through 05/31/2029

<ul> <li>Year 1 - \$32.77</li> <li>yard waste)</li> </ul>	(Pricing includes weekly removal of waste, recycle, and seasonal
<ul> <li>Year 2 - \$34.58</li> <li>yard waste)</li> </ul>	(Pricing includes weekly removal of waste, recycle, and seasonal
• Year 3 - \$36.48 yard waste)	(Pricing includes weekly removal of waste, recycle, and seasonal
• Year 4 - \$38.95 yard waste)	(Pricing includes weekly removal of waste, recycle, and seasonal
• Year 5 - \$40.60 yard waste)	(Pricing includes weekly removal of waste, recycle, and seasonal

- o Auto-renewal rate after 5<sup>th</sup> year will be set by an amount of the then-current Rate, multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index, series CUUROOOOSEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U")
- o Senior Citizens Discount (Age 62) is a 10% discount off listed rate for each year

## **Ancillary Fees**

## o Additional Containers:

- o Monthly fee for each additional residential solid waste, recycle, or yard waste container requested \$4.00 per month (per container)
- Container Exchange/Replacement:
  - Company will replace containers damaged during service and through regular "wear and tear" at no charge.
  - Containers lost, stolen, or damaged by other sources will require a \$90.00 fee for replacement, inclusive of delivery
  - Container exchange fee: \$30.00

## o Bad Debt Collection/Reactivation and Replacement Fees:

- Late or returned payment fee: 2.5% of past due total, or \$5.00, whichever is greater
- Auto-Resume Fee: \$25.00 (Customer gets current on a late bill and service resumes)
- Reactivation Fee: \$25.00 (Customer restarts after suspension or termination of service and removal of container)

o Container re-delivery fee: \$30.00 (Re-delivering a container that was removed due to suspension or termination of service for non-payment)

## o Other Fees:

- Recycling Contamination Fee: \$5.00 per incident
- Waste Overage Fee: \$5.00 per incident
- Appliance Pickup Fee: \$35.00 per pickup
- Additional Bulk Pickup Fee: \$25.00 per item (Each resident is allowed 1 free bulk pick up per month, this charge is for any additional request within a calendar month)
- Pass Through Convenience Fee for Paying Invoice by Credit Card: \$1.99 per transaction

Please note that Ancillary Fees are subject to an annual adjustment equal to the annual percentage change in the base rate each year on the Adjustment Date. The Pass-Through Convenience Fee rate for credit card payments is established by WM's third-party credit card processor and may be adjusted Ix per year to reflect the cost to provide this service as a direct pass-through.

# EXHIBIT B SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 — with screw tops only	Mail
HOPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes), paper cups
PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers — any color	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi- laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any Recyclables less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	

## **DELIVERY SPECIFICATIONS:**

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials.

Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other

regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").

# EXHIBIT C ADDITIONAL AND UNBILLED MONTHLY SERVICES

- o City will receive \$500.00 annually for Community Events
- Free solid waste and recyclable collection services at all City owned facilities, which will
  include providing of one 2-cubic yard container (or larger) at locations agreed to by both
  parties, and servicing of said containers will be "upon notification" by the City
- Up to three (3) 40-yard containers annually for city sponsored events at no charge
- One (1) free bulk pickup per resident per month
- Direct Bill/Invoice messaging

## EXHIBIT D BULKY WASTE SERVICES

- O Bulky Waste is defined in Section I (d) of the Agreement. Examples may include the following, provided they meet the above size limitations:
  - o Childrens toys, such as big wheels, bicycles, and doll houses
  - o Household furniture such as chairs, small dressers, nightstands, small tables, bed frames, sectionals (each section counts as a Bulk Waste item)
  - o Housing fixtures o Miscellaneous household items, such as infant/toddler car seats, small BBQ grills (no propane tank), lawnmowers (no gasoline), wheelbarrows, and vacuum cleaners
  - o Carpet, padding, and rugs (Cut and rolled/bundled into 4 ft sections. Up to 4 carpet and 4 padding bundled rolls will be counted as one (l) free bulk item for the month.)
  - Mattresses and box springs (Must be wrapped in plastic or placed in closed plastic bags for driver health and safety) o Bulk items not to exceed 501bs per item so that they may be handled by one (l) driver
- O Below are examples of non-acceptable items (this list is meant to be examples, and not all inclusive):
  - Automotive Parts 0 Tires o Batteries
  - o Propane Tanks o Tree Stumps o Glass panes and mirrors
  - o Construction and Demolition materials such as concrete, rocks, bricks, and demolition material (Small quantities of wood or drywall are acceptable, but not C&D debris from major renovations or third-party contractors)
  - O Hazardous and liquid waste: oil, gas, propane and liquid paint
- O Scheduling: Residents need to pre-schedule Bulky Waste collections online through their My WM account at wm.com at least 48 hours in advance.
- Collection Frequency: Each resident will receive one (1) bulk collection item per month free of charge.
- All Bulky Waste items need to be properly prepared and set out within three (3) feet of the curb or paved surface of the roadway, or other location agreed to by Contractor and Customer, which will provide safe and efficient accessibility to Contractor's collection crew and vehicle.
- O Note: Appliances (AKA White Goods) may not contain freon gas. The fee to pick-up large appliances (e.g., Stove, dish washer, clothes washer or dryer, etc. . . ) is \$35 per unit. Refrigerators and freezers should have the doors removed prior to pick-up to prevent entrapment.

#### ATTACHMENT A

## FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted Services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Services being provided, or to be provided, to the District.

## Accordingly, you:

- a) agree to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of your contract with the District;
- b) affirm you are enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the Services being provided (to the extent allowed by E-Verify), or to be provided, by you to the District;
- c) affirm that you are not knowingly employing any person who is an unauthorized alien in connection with the Services being provided, or to be provided, by you to the District;
- d) affirm you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute §285.530, or any regulations issued thereto;
- e) agree to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of your contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f)	agree to comply with any	y state or federal regulati	ons or rules that may be
issued subsequent to the	his addendum that relate t	o Missouri Revised Statu	ite §285.530; and
g)	agree that any failure by	you to abide by the rea	quirements a) through f
above will be considered a material breach of your contract with the District.			
Ву:		(signature)	
Printed Name and Title	e:		
For and on behalf of:			(company name)

# **ATTACHMENT B**

# FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _	, being of legal age and having been duly sworn upon my	
oath, state t	the following facts are true:	
1.	I am more than twenty-one years	of age; and have first-hand knowledge of the
matters set	forth herein.	
2.	I am employed by and ha	ve authority to issue this affidavit.
3.	I am enrolled in and participating in the	ne United States E-Verify (formerly known as
"Basic Pilo	ot") federal work authorization program	n with respect to any employees working in
connection	with the services I am providing to, or w	ll provide to, the District, to the extent allowed
by E-Verify	<i>7</i> .	
4.	I do not knowingly employ any perso	n who is an unauthorized alien in connection
with the ser	rvices I am providing to, or will provide	to, the District.
FURTHER	AFFIANT SAYETH NOT.	
By:		(individual signature)
For	:	(company name)
Title	e:	
Sub	scribed and sworn to before me on this	day of, 20
		NOTARY PUBLIC
My	commission expires:	