

## **AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
  - [a.](#) June 27, 2022 Board of Aldermen Meeting Minutes
  - [b.](#) June 27, 2022 Board of Aldermen Closed Meeting Minutes
- 5. Citizen Comments**
- 6. Legislation**
  - [a.](#) 4132 - Allied Services Trash Contract
- 7. Consent Items**
  - [a.](#) Administration - Semi-Annual Revenue/Expenditure Statement
  - [b.](#) Administration - Rotary Club Liquor License
- 8. Mayor's Report**
- 9. City Administrator's Report**
- 10. City Attorney's Report**
- 11. Aldermanic Comments**
- 12. Closed Session**
  - [a.](#) Pursuant to Section 610.022 RSMo, the Board may vote to move to closed session regarding personnel matters under Section 610.021(13).
- 13. Adjourn**

**NOTE:** Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.

**CLOSED SESSION:** Pursuant to Section 610.022 RSMo., The Board of Aldermen could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss legal matters, personnel/employee matters, and/or real estate, as provided under Sections 610.021(1) RSMo., 610.021(2) RSMo., 610.021(3) RSMo.

**ADA NOTICE:** Residents of Ballwin are afforded an equal opportunity to participate in the programs and services of the City of Ballwin regardless of race, color, religion, sex, age, disability, familial status, national origin or political affiliation. If one requires an accommodation, please call (636) 227-8580 V or (636) 527-9200 TDD or 1-800-735-2466 (Relay Missouri) no later than 5:00 p.m. on the third business day preceding the hearing. Offices are open between 8:00 a.m. and 5:00 p.m. Monday through Friday.



**BOARD OF ALDERMEN**  
**Meeting Minutes**

June 27, 2022

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

**THE MINUTES ARE PREPARED IN SUMMARY TO REFLECT THE OVERALL DISCUSSIONS, NOT VERBATIM QUOTES.**

The meeting was called to order by Mayor Pogue at 7:00 p.m.

**ROLL CALL**

Present

Mayor Tim Pogue  
Alderman Mike Utt  
Alderman Michael Finley  
Alderman Kevin M. Roach (via video)  
Alderman Mark Stallmann

Absent

Alderman Frank Fleming

Alderman Jim Leahy  
Alderman Ross Bullington  
Alderman David Siegel  
City Administrator Eric Sterman  
City Attorney Robert Jones

The Pledge of Allegiance was recited.

**MINUTES**

The Minutes from the May 23, 2022, Board of Aldermen meeting were submitted for approval. ***A motion was made*** by Alderman Finley and seconded by Alderman Bullington to approve the minutes from the May 23, 2022 Board of Aldermen meeting as submitted. A voice vote was taken with unanimous affirmative result and the motion passed.



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**CITIZEN COMMENTS**

Steve Mastin, 106 Lea Meadows, addressed the Board. He asked the Board for consideration to authorize the use of golf carts. He cited several cities that he has checked with as far as golf cart use and provided copies of ordinances from other cities regarding the use of golf carts.

**PRESENTATION**

**Introduction of New Police Personnel**

Chief Schaeffler introduced Ballwin’s new dispatchers, Katie Strothkamp and Brittany Laughlin as well as four new police officers: Richard Chura, Nick Harbaugh, Chase Boyer and Bryant “Tucker” Woods. Officer Woods also took his oath of office at the meeting.

**LEGISLATION**

Bill 4124 - AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO ROYAL BANKS OF MISSOURI FOR FINANCIAL INSTITUTION (BANK) AT 15495 CLAYTON ROAD.

A motion was made by Alderman Stallmann and seconded by Alderman Finley for a first reading of Bill 4124, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4124 was read for the first time.

**Discussion:**

Alderman Finley asked if the correct address was on the bill. City Attorney Jones responded it does have the correct address and explained further why the addresses for the bank and ATM (Bill 4125) are different.

A motion was made by Alderman Stallmann and seconded by Alderman Finley for a second reading of Bill 4124, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4124 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4124 with the following results:

Ayes – Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel

Nays --

Bill No. 4124 was approved and became Ordinance No. 22-11.



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Bill 4125 - AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO ROYAL BANKS OF MISSOURI FOR FINANCIAL INSTITUTION (ATM) AT 15491 CLAYTON ROAD.

A motion was made by Alderman Finley and seconded by Alderman Bullington for a first reading of Bill 4125, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4125 was read for the first time.

Discussion:

None

A motion was made by Alderman Stallmann and seconded by Alderman Finley for a second reading of Bill 4125, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4125 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4125 with the following results:

Ayes – Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel

Nays --

Bill No. 4125 was approved and became Ordinance No. 22-12.

Bill 4126 - AN ORDINANCE PROVIDING FOR THE ANNEXATION BY THE CITY OF BALLWIN, MISSOURI OF AN AREA OF UNINCORPORATED LAND DESCRIBED HEREIN AND REFERRED TO AS “CHARLESTON OAKS SUBDIVISION”, AND PROVIDING FOR APPROVAL OF AN ANNEXATION PLAN AND A SIMPLIFIED BOUNDARY CHANGE PROPOSAL TO BE SUBMITTED TO THE ST. LOUIS COUNTY BOUNDARY COMMISSION FOR ITS CONSIDERATION.

A motion was made by Alderman Bullington and seconded by Alderman Finley for a first reading of Bill 4126, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4126 was read for the first time.

Discussion:

Mayor Pogue explained this is one of two subdivisions which reached out to the City to be considered for annexation. The residents were petitioned and received the 75% minimum of registered voters signing in favor. This gives the City the authority to send the petition along with the City’s plan to the Boundary Commission. City Administrator stated this qualifies as a simplified boundary adjustment and also explained that if this passes tonight, it goes to the Boundary Commission. The Boundary Commission will hold a public hearing.



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A motion was made by Alderman Bullington and seconded by Alderman Finley for a second reading of Bill 4126, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4126 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4126 with the following results:

Ayes – Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel

Nays --

Bill No. 4126 was approved and became Ordinance No. 22-13.

Bill 4127 - AN ORDINANCE PROVIDING FOR THE ANNEXATION BY THE CITY OF BALLWIN, MISSOURI OF AN AREA OF UNINCORPORATED LAND DESCRIBED HEREIN AND REFERRED TO AS “CASCADES SUBDIVISION”, AND PROVIDING FOR APPROVAL OF AN ANNEXATION PLAN AND A SIMPLIFIED BOUNDARY CHANGE PROPOSAL TO BE SUBMITTED TO THE ST. LOUIS COUNTY BOUNDARY COMMISSION FOR ITS CONSIDERATION.

A motion was made by Alderman Bullington and seconded by Alderman Finley for a first reading of Bill 4127, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4127 was read for the first time.

Discussion:

None

A motion was made by Alderman Bullington and seconded by Alderman Finley for a second reading of Bill 4127, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4127 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4127 with the following results:

Ayes – Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel

Nays --

Bill No. 4127 was approved and became Ordinance No. 22-14.



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Bill 4128 - AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO EXECUTE A DECLARATION OF DEED RESTRICTION FOR NEW BALLWIN PARK.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington for a first reading of Bill 4128, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4128 was read for the first time.

Discussion:

Alderman Finley asked if City Administrator Sterman would further explain for the benefit of the audience. Mr. Sterman shared that we just received funding from the Land Water Conservation Fund for New Ballwin Park, which is a federal grant. In order to be eligible for future grants, we would need to adopt a deed restriction which City Attorney Jones has prepared for the meeting. This deed restriction ensures the area will remain park land, which is now required to be considered for the grant in the future.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington for a second reading of Bill 4128, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4128 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4128 with the following results:

Ayes – Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel

Nays --

Bill No. 4128 was approved and became Ordinance No. 22-15.

Bill 4129 - AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN, MISSOURI, TO EXECUTE THE MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT COOPERATION AGREEMENT FOR FISCAL YEARS 2021-2023; AND SUPPLEMENTAL AGREEMENTS THERETO WITH ST. LOUIS COUNTY WITH REGARD TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

A motion was made by Alderman Finley and seconded by Alderman Utt for a first reading of Bill 4129, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4129 was read for the first time.



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Discussion:

Mayor Pogue asked if this allows the City to continue with home improvement projects as we have done in past years. City Administrator Sterman replied it does and further explained how this is one of two CDBG agreements which get renewed every three years. He also explained areas that are eligible and how the City works with St. Louis County to allocate funds for home improvement. There is no cost to the City for the program. Alderman Bullington asked about the dates (2021-2023). City Attorney Jones stated that this is retroactive as it was not sent out during Covid.

A motion was made by Alderman Bullington and seconded by Alderman Finley for a second reading of Bill 4129, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4129 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4129 with the following results:

Ayes – Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel

Nays --

Bill No. 4129 was approved and became Ordinance No. 22-16.

**Bill 4130 – AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO EXECUTE A 4(f) EXCEPTION FOR NEW BALLWIN PARK.**

A motion was made by Alderman Finley and seconded by Alderman Bullington for a first reading of Bill 4130, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4130 was read for the first time.

Discussion:

Mayor Pogue asked City Attorney Jones to further explain. Mr. Jones stated that this is a product of the New Ballwin Rd. resurfacing project and will ultimately involve easements be granted immediately adjacent to the entrance. Because of previous federal funding, we had to seek exception to grant the easements requested by St. Louis County on behalf of MODOT. This also applies to Bill 4131, but for Ferris Park. Alderman Siegel asked if this would affect the park sign. Parks Director Chris Conway stated this is mainly for ramps for ADA accessibility.



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A motion was made by Alderman Finley and seconded by Alderman Bullington for a second reading of Bill 4130, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4130 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4130 with the following results:

Ayes – Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel

Nays --

Bill No. 4130 was approved and became Ordinance No. 22-17.

Bill 4131 – AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO EXECUTE A 4(f) EXCEPTION FOR FERRIS PARK.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington for a first reading of Bill 4131, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4131 was read for the first time.

Discussion:

None

A motion was made by Alderman Finley and seconded by Alderman Bullington for a second reading of Bill 4131, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Bill 4131 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4131 with the following results:

Ayes – Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel

Nays --

Bill No. 4131 was approved and became Ordinance No. 22-18.



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**RESOLUTION:**

A resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center’s State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26).

**Discussion:**

City Administrator Sterman stated the City is applying for two grants for items identified from the Vlasis Park Master Plan. The first grant is a state program and, if approved, funds from this grant would be used for pond dredging and the storm water retention ponds in Vlasis Park. While this grant is geared toward communities of which we are not necessarily qualified, we feel we have a strong application and there is no cost involved.

A motion was made by Alderman Stallmann and seconded by Alderman Finley to accept the resolution. A voice vote was taken with unanimous affirmative result and the motion passed.

**RESOLUTION:**

A resolution authorizing the City Administrator to sign and execute the necessary documents for a grant-in-aid from the Municipal Parks Grant Commission to further improve a public park, more specifically known as Vlasis Park, to serve its citizens and to address the priorities reflected in the 2019 Parks Master Plan and 2022 Vlasis Park Master Plan.

**Discussion:**

City Administrator Sterman explained that this grant is from St. Louis County Municipal Parks Grant Commission; we have applied for this grant many times before and it is a very successful program. If approved, funding from this grant would go toward playground renovation/replacement and splash pad renovations. Depending on costs, funding could be used for other projects as well. This grant application is due in August and we should hear back in October if we are approved, so construction would begin next year.

A motion was made by Alderman Bullington and seconded by Alderman Stallmann to accept the resolution. A voice vote was taken with unanimous affirmative result and the motion passed.

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**CONSENT ITEMS**

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**Administration** – Destruction of Records

Staff recommends Board approval to destroy records which have reached their retention date.

Discussion:

None

A motion was made by Alderman Stallmann and seconded by Alderman Bullington to accept staff's recommendation. A voice vote was taken with unanimous affirmative result and the motion passed.

**Administration** – Liquor Licenses

Staff recommends Board approval for liquor licenses requested by Ballwin businesses and restaurants.

Discussion:

Alderman Siegel asked Chief Schaeffler if there have been any incidents of sales of alcohol to underage individuals or any other issues at any of these businesses; Chief Schaeffler responded that there hasn't been.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington to accept staff's recommendation. A voice vote was taken with unanimous affirmative result and the motion passed.

**Administration** – Salt

Staff recommends awarding the contract for 1700 tons of salt to the City of Chesterfield Coop/Compass Minerals, which was the low bid.

Discussion:

None

A motion was made by Alderman Stallmann and seconded by Alderman Bullington to accept staff's recommendation. A voice vote was taken with unanimous affirmative result and the motion passed.

**MAYOR'S REPORT**

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Nothing to report.

**CITY ADMINISTRATOR'S REPORT**

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City Administrator Sterman shared information regarding the requests for proposal (RFPs) for the City's solid waste contract. The RFP was sent out to all haulers who service this area in April. We received four total bids, though one responded after the designated time frame. Haulers were asked to prepare pricing for several container sizes over the life of a six-year contract. We used the current number of carts used in the City to calculate the lowest overall bidder; Republic Services had the lowest bid, Meridian was second and Waste Management (late bid) was third. Republic has a good service history and has plans in place to address recent issues they have been experiencing. Meridian does have some negative service issues in other communities. The rates are guaranteed by bid. A motion from the Board is requested for the City Attorney to prepare a six-year contract with two optional, additional extensions of two years each. Alderman Stallmann stated he was pleasantly surprised by Republic's bid and their effort to keep costs down. Alderman Finley agreed and stated that he was pleased that the cost for the smallest container (most favored by seniors) is being kept as low as possible. He also stated that issues are being addressed and that issues seem to be industry-wide. Alderman Leahy stated he has been pleased with trash service and that it appears issues are being resolved. He also stated he has received no complaints. Alderman Siegel stated that it appears the issues are being resolved in his area. Alderman Bullington stated he concurs with the other aldermen's comments.

A motion was made by Alderman Stallmann and seconded by Alderman Finley to authorize the City Attorney to draft a contract with Republic Services. A voice vote was taken with unanimous affirmative result and the motion passed.

Mr. Sterman also discussed an emergency repair made to a Public Works dump truck. In our purchasing policy, time sensitive emergency purchases may be done without Board approval. The code also states this information be brought forward to the Board and be included in meeting minutes. No action is needed from the Board. City Attorney Jones also further explained the language in the City's purchasing policy for clarification purposes.

**CITY ATTORNEY'S REPORT**

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Nothing to report

**ALDERMANIC COMMENTS**

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Alderman Stallmann discussed the golf cart issues. He knows of one subdivision in his ward which uses golf carts for subdivision events. He would like other cities which allow the use of golf carts to be contacted. Alderman Leahy stated he feels it should be reviewed, but turned over to individual subdivisions to let their residents vote/decide what they want to do. Mayor Pogue stated this could create an issue because of the way the City ordinance is written. City Attorney Jones explained about a state-wide ordinance for low speed vehicles which has certain criteria which must be met; our ordinance would depend on how restrictive we want to be, but there would be one city-wide ordinance. There was further discussion on low-speed vehicles and criteria.

Alderman Siegel thanked Chief Schaeffler for his participation in the recent town hall safety meeting.

Alderman Bullington stated the Ballwin Arts Commission is back up and running and asked that anyone with ideas to help the commission move forward contact Parks Director Chris Conway.

A motion was made by Alderman Finley and seconded by Alderman Bullington to move to closed session pursuant to Section 610.021(13), for personnel matters.

A roll call vote was taken with the following results:  
Ayes: Aldermen Utt, Finley, Roach, Stallmann, Leahy, Bullington, Siegel  
Nays: None

The Board moved to closed session at 7:52 p.m.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington to reconvene in open session at 8:55. A voice vote was taken with unanimous affirmative result and the motion passed.

A motion was made by Alderman Finley and seconded by Alderman Siegel to adjourn. The motion was passed by unanimous affirmative voice vote and the meeting adjourned at 8:55 p.m.

\_\_\_\_\_ TIM POGUE, MAYOR

ATTEST:

\_\_\_\_\_ POLLY MOORE, CITY CLERK



INTRODUCED BY  
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, SIEGEL, BULLINGTON

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO ENTER INTO A CONTRACT WITH ALLIED SERVICES, LLC D/B/A REPUBLIC SERVICES OF BRIDGETON FOR COLLECTION AND DISPOSAL OF WASTE.**

WHEREAS, the Board of Aldermen has determined that it is in the best interest of the citizens of the City of Ballwin to negotiate a contract which includes a schedule of charges for collection and disposal of household trash, recyclables, yard waste and bulk trash.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Ballwin is hereby authorized to enter into a contract with Allied Services, LLC d/b/a Republic Services of Bridgeton in the form attached hereto as Exhibit A.

Section 2. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
*TIM POGUE, MAYOR*

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
*TIM POGUE, MAYOR*

ATTEST: \_\_\_\_\_  
*ERIC STERMAN, CITY ADMINISTRATOR*

**MUNICIPAL MATERIALS MANAGEMENT AGREEMENT**

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between the City of Ballwin Missouri (“**City**”), and Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company qualified to do and actually doing business in the State of Missouri (“**Company**”).

**RECITALS**

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

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

**TERMS AND CONDITIONS**

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

**Location Types**

  X   Residential Units

  X   Municipal Facilities

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

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein. The parties acknowledge and agree that Company submitted a bid to the City and was awarded the work pursuant to the Request for Proposal for Waste Management Services (the “RFP”), a copy of which is attached as **Exhibit F** along with the Addendum. The City awarded the work under the RFP to Company. To the extent of any conflict between this Agreement and the RFP, this Agreement shall control.

- Exhibit A** Specifications for Municipal Solid Waste Services
- Exhibit B** Municipal Solid Waste Pricing
- Exhibit C** Specifications & Pricing for Recycling Services
- Exhibit D** Company’s Performance Bond
- Exhibit E** Bulk Guidelines
- Exhibit F** RFP/Addendum

6. Term. This Agreement begins on January 1, 2023, and expires December 31, 2028, six (6) years thereafter (the “**Term**”) unless otherwise terminated in accordance with the terms of this Agreement. The Agreement can be extended for two (2) additional two (2) year extensions.

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

- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits B, subject to the rate adjustments and additional fees and costs as set forth herein.
- 7.2 Annual Rate Adjustments. Company shall increase the rates for the Item 1 Services effective on each anniversary of the Effective Date of this Agreement as shown in Exhibit B.
- 7.3 Change in Law Adjustments. Company may pass through the rates for Services as a result of increases in costs incurred by Company due to (a) changes in local, state, federal or international rules, ordinances or regulations; (b) changes in taxes, fees or other governmental charges (other than income or real property taxes); (c) uncontrollable prolonged operational changes (i.e., a major bridge closure).

8. Invoicing; Payment; Service Suspension; Audits.

- 8.1 Invoicing the Customer. Company shall invoice each individual Customer for all Services rendered to such Customer under this Agreement on a quarterly basis, and the Customer shall pay Company’s invoices.
- 8.2 Payment. The Customer shall pay each of Company’s invoices without offset within thirty (30) days of receipt Company’s invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Customer withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.
- 8.3 Service Suspension.

8.3.1 Unpaid Invoices. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company’s invoice, Company may suspend that Customer’s Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer’s address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. To the extent required or permitted by law the City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys’ fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

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

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

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment (“**Applicable Law**”). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. Title. Title to Waste Material shall pass to Company when loaded into Company’s collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In the event Excluded Waste



is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City’s providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

- 13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company’s property. The City and/or the Customer shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company’s handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge may apply. Except to the extent of its negligence, Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company’s providing the Services under this Agreement.
- 14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party’s negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
- 15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers’ Compensation**

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

**Automobile Liability**

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

**Commercial General Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 each occurrence \$5,000,000 general aggregate
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**Environmental Liability**

\$2,000,000 for pollution events involving collection, transportation or disposal of Waste Materials

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate, in good faith, additional payments to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
21. Customer Service Center. Company shall operate a customer service center for receipt of calls regarding services or issues. Such customer service center must be staffed and operational to take complaints and respond to customer inquiries Mondays through Friday, except designated holidays, between the hours of 8:00 AM and 5:00 PM (Prevailing Local Time.) Company must provide a phone number for communication with the City. In lieu of voicemails, Republic offers mobile and online portals to communicate after hours.
22. Reporting. (a) Company shall submit accurate reports reflecting the total volume or weight of household trash, the volume or weight of recyclables, and the volume or weight of yard waste collected within the City of Ballwin. Such reports shall be filed with the City no less often than quarterly. (b) Company shall provide timely information to the City on any missed collections or service issues and plans to correct those issues.
23. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall

be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company’s IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

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

City of Ballwin, Missouri

Allied Services, LLC dba Republic Services of  
Bridgeton

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

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

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

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

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

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

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

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

**EXHIBIT A**

**SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES**

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

- Municipal Solid Waste (MSW)                       Bulky Waste
- Yard Waste

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied. All bulk material must be able to be safely collected by one (1) person.

2.2 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

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

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

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

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

2.7 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.8 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.9 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.10 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential,

commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.11 Residential Unit – A single-family dwelling where a person or group of people live within the municipal boundaries of the City of Ballwin. Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

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

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

2.14 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, and branches. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than four (4) feet in length and less than 24 inches in diameter ) shall be in a container, bag or bundle the weight of which shall not exceed sixty (60) pounds. The maximum weight of any container placed out for yard waste collection shall be sixty (60) pounds.

3. Collection Operations.

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

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

3.3 Routes of Collection. Collection routes shall be established by the Company. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes.

3.4 Residential Collection.

A. Waste Materials. Company shall provide curbside collection of MSW once per week. Customer will be provided one (1) container for MSW at no charge. Upon enrollment Customer may select a 48, 65 or 95-gallon container. Material collected is limited to cart only. Additional trash carts are available to lease on a monthly basis. Delivery and removal fees incurred upon request of additional cart.

B. Recyclable/Single Stream Material Collection. Company shall provide curbside collection of Recyclable Materials once per week. Customer will be provided one (1), 65-gallon recycle container at no charge for Recyclable Materials. Upon enrollment Customer may select a 48, 65 or 95-gallon container. Material collected is limited to cart only. Additional recycle carts are available to lease on a monthly basis. Delivery and removal fees incurred upon request of additional cart.

D. Yard Waste. Company shall provide curbside collection of yard waste once per week. Quantity is unlimited as long as contained in acceptable containers. Acceptable containers for yard waste disposal are personal carts up to 32-gallons with lid/handle; paper/biodegradable bags; leased cart from Company; bundles of twigs no larger than 4' in length and 24" in diameter tied with string/twine. Maximum weight of any container is 60lbs. Yard waste carts are available to lease on a monthly basis. Delivery and removal fees incurred upon yard waste container request. Christmas trees collected in January only.

E. Bulky Waste and Appliance Collection. Company shall collect bulk material once per month on the residents last service day of the month. Up to two (2) Bulky Waste items are accepted per collection at no charge. Of the two (2) free bulk items, only one (1) can be an electronic item. Bulky Waste items must be scheduled 48 hours prior to collection day. Bulk items must be placed curbside for collection. Additional Bulky Waste items can be scheduled for collection for an additional fee and must be scheduled prior to collection day. Refer to Exhibit E for guidelines. White goods/appliances will be collected one (1) time per month at no charge. White goods/appliances must be scheduled prior to collection.

3.5 Special Collection Services: Company will provide roll off containers for the removal and disposal of all leaf-vacuumed material created by the City-performed leaf vacuum service to residents at no additional cost to the City.

3.6 Storm Damage: Company will provide roll off containers for material resulting from a storm. A discounted rate will be mutually agreed upon. Containers are subject to availability.

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

3.8 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material within one business day after the complaint is received.

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

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

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

**EXHIBIT B**

**SOLID WASTE PRICING**

**BID FORM**

**EXCLUSIVE RESIDENTIAL WASTE COLLECTION**

**CITY OF BALLWIN**

Item	Service
1	Solid Waste, Recycling, and Yard Waste; Curbside service once per week with 48, 65, and 95 gal. solid waste containers as specified in the bid documents. (35 gallon containers may be provided in lieu of 48 gal, but such a substitution would need to be agreed upon during negotiations.)

Service Cost	YEAR	48 GAL.	65 GAL.	95 GAL.
	2023	\$ 21.43	\$23.71	\$25.98
	2024	\$22.18	\$24.54	\$26.89
	2025	\$22.96	\$25.40	\$27.83
	2026	\$23.76	\$26.29	\$28.81
	2027	\$24.59	\$27.21	\$29.82
	2028	\$25.69	\$28.16	\$30.86

Name of Contractor or Subcontractor that shall provide service: *Allied Services, LLC, dba Republic Services of Bridgeton, mo 63044*

2	Bulky Waste; two (2) item maximum monthly, requires resident to schedule pick up with Contractor. Services as specified in the bid documents
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Service Cost	YEAR	2 ITEM PER WEEK	COST PER ITEM EXCEEDING
	2023	INCLUDED	\$25
	2024	INCLUDED	\$25



2025	INCLUDED	\$25
2026	INCLUDED	\$25
2027	INCLUDED	\$25
2028	INCLUDED	\$25

Name of Contractor or Subcontractor that shall provide service: *Allied Services, LLC, dba, Republic Services of Bridgeton, mo 63044*

3	White Goods; Requires resident to schedule pick up with Contractor. Services as described in bid documents
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Service Cost	YEAR	
	2023	INCLUDED
	2024	INCLUDED
	2025	INCLUDED
	2026	INCLUDED
	2027	INCLUDED
	2028	INCLUDED

Name of Contractor or Subcontractor that shall provide service: *American Centauner*

Signature: *[Handwritten Signature]* Date: *6-2-22*

Company: *Allied Services LLC, dba Republic Services of Bridgeton, mo 63044*

## EXHIBIT C

### SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

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

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

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

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

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

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

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

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs

- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

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

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

**EXHIBIT D**

**COMPANY'S PERFORMANCE BOND**

(\$500,000 or 25% of annual billing, whichever is greater, annually for term of agreement)

[To be provided by Company]

## EXHIBIT E

### Bulk Collection Guidelines

#### Acceptable Bulk Material:

- Furniture
  - Couches, chairs, dressers, tables, bookshelves, desks, headboards, etc.
- Mattress sets. •
- Large carpets (cut into bundles no longer than 4ft in length and not to exceed 50lbs. Must be tied with rope/twine.)
- Electronic Waste: Electronic Waste means the free electronic items included with the monthly bulk collection: televisions up to a 60 lb. weight limit, computer monitors and accessories, and DVR/VCR players. There are two free monthly bulk item collections. Only one of the two items can be an Electronic Waste item. Additional electronic items can be collected but Company will charge a fee and this collection needs to be scheduled separately by the resident.
- Construction material: Contained in a 30-gallon personal container. Collection is limited to one container per collection.

#### Unacceptable Material:

- Appliances
- Batteries
- Concrete.
- Construction debris of any kind that doesn't fit into a 30-gallon personal container
- Fluorescent light bulbs
- Lead/oil-based paint, varnish
- Loose trash
- Styrofoam
- Tires
- Yard waste.
- Any other items not listed identified as hazardous waste.

#### Guidelines

- Two bulk items will be collected at no charge per month on a resident's last service day. Items must be scheduled prior to collection.
- All items must be placed curbside by 6 a.m.
- Items over 4 feet in length must be broken down or cut to 4 feet or less and bundled. Bundles must be tied with rope/twine.
- Items placed in cardboard boxes for disposal will not be collected.
- All nails/staples or anything sharp that is exposed must be removed.
- Loose materials must be containerized or bundled.
- Material must be placed curbside for collection.

**EXHIBIT F**  
**RFP/ADDENDUM**

**REQUEST FOR PROPOSALS FOR:  
RESIDENTIAL SOLID WASTE, RECYCLABLES,  
YARD WASTE, AND BULK TRASH**

**REQUEST FOR PROPOSAL**

Proposals for the collection and disposal of residential solid waste, recyclables, yard waste, and bulky items for the City of Ballwin, Missouri are sought for a six year period with the possibility of two additional two (2) year extensions. The proposals will be received by the City Administrator, Eric Sterman, until 10 a.m. on June 10, 2022 at the Government Center located at 1 Government Ctr., Ballwin, MO 63011 and will thereafter be publicly opened and read.

The City reserves the right to reject any and all bids, and to accept such bid that is advantageous, beneficial, or expeditious to the Municipality. No bid may be withdrawn for a period of sixty (60) days after bid opening. Bids may be corrected for clerical or typographical mistakes at the discretion of the City, but not because of a mistake in judgement by the Bidder.

Bid forms, specifications, contract documents, and other appropriate papers may be reviewed at the Government Center or they may be obtained from the City. The Bid Documents must be returned in duplicate in a sealed envelope marked “Residential Solid Waste Collection Bid.”

**INSTRUCTIONS:**

1. Sealed bids will be received by the City of Ballwin until 10 a.m. on June 10, 2022.
2. Bids must be submitted in electronic format as well as hard copies in duplicate with each considered an original in a sealed envelope marked “Residential Solid Waste Collection Bid”.
3. Bidders must submit bids for all required services in order to be considered unless otherwise instructed.
4. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids.
5. Each bidder shall, on the attached Bid Form (Exhibit A), provide all costs for services listed in this contract for the six year duration, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized official thereof stating his/her title. The complete mailing address, electronic mail address, and telephone number must be stated.
6. Each bidder shall, on a separate sheet, provide a statement of the bidder’s financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications.
7. Each bidder shall complete and submit the attached Non-Collusion Affidavit (Exhibit B), Affidavit of Compliance (Exhibit C), and Contractor’s Qualifications Form (Exhibit D).
8. Each bidder shall survey the City prior to the submission of a bid thereby familiarizing and satisfying to itself that all conditions that may affect the execution of the bid have been evaluated and accounted for within the bid, including but not limited to: the square mileage of the City of Ballwin, the number of residents within the City of Ballwin’s municipal borders, recent annexations having altered municipal boundaries, and the future opportunity for further annexations during the contractual timeline which may impact the scope of work expected of the bidder. Submission of a bid shall be deemed conclusive evidence that such investigation has been made and shall constitute a waiver by the bidder of all claims of error regarding the same.
9. Each bidder shall provide a list of all municipalities and three (3) references of municipal contracts for solid waste collections that they have serviced within the last three (3) years from the local St. Louis metropolitan area. If no such contracts exist, the bidder must provide at least three (3) references from the closest municipalities served.



10. Each bidder shall provide a description of their Solid Waste, Bulky Item, Yard Waste, White Goods, and Recyclable collection operations.
11. Each bidder shall provide scheduling intentions. Preference may be granted to bidders who can provide same-day services for recycling, solid waste, and yard waste.
12. A performance bond or escrow in lieu of a performance bond acceptable to the City of Ballwin will be required from the successful bidder as described in the specifications. This performance bond will be equal to \$500,000 or 25% of annual billing, whichever is greater.

The City of Ballwin may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City, at its sole discretion, reserves the right to reject any bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the City that the Bidder has the proper qualifications to perform the work in accordance with the Contract Agreement.

It is the intent of the City to award the Contract Agreement to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the bidding documents. However, the City reserves the right to accept the bid which, in the City's sole judgement, is in the best interest of and most advantageous to the City. The City, in its sole judgment, reserves the right to waive irregularities, reject any and all Bids, or to hold Bids for up to sixty (60) days and to award the Bid in the best interest of the City. The City will, at its sole judgment and discretion, reject a Bid not accompanied by a bid bond or by other data required by the bidding documents, which is in any way incomplete or irregular and to re-bid the work at a later date if all Bids are rejected.

Each bid must be accompanied by a bid bond of 5% of expected annual cost in the form of a certified check, a cashier's check, or bond payable to the City of Ballwin. All such bid bonds or checks will be returned to the respective unsuccessful Bidders within sixty (60) days after the bids are opened, but not before a contract is executed with the successful Bidder. The bid bond of the successful bidder will be returned to the Contractor when the contract is executed and a satisfactory performance bond is delivered to the City.

Should the successful Bidder fail or refuse to execute the performance bond and the Contract Agreement required within ten (10) working days after the Contractor has received notice of acceptance of his/her Bid, he/she shall forfeit to the City the bid bond deposited with his/her bid as liquidated damages for such failure or refusal.

All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon as the sole responsibility of the Bidder. All questions regarding the specifications shall be directed to Eric Sterman, City Administrator, at [esterman@ballwin.mo.us](mailto:esterman@ballwin.mo.us) no later than ten (10) days prior to the date of opening of Bids.

The City reserves the right to adjust the scope of the Bid based on the needs of the City. Any adjustment in the scope of work will correspond with an adjustment in the dollar value of the Bid determined by unit prices provided in the Bid. The City makes no guarantee for the accuracies of the Bid Document and reserves the right to accept or reject any of the Bid items as necessary to award a contract and later to successfully complete the Contract based on the Owner's actual needs.

**GENERAL INFORMATION AND SPECIFICATIONS:**

Bidders shall provide all necessary equipment, material and labor to collect, haul and dispose of all residential solid waste, recycling and yard waste collected in accordance with any federal, state, county, or local laws and for approximately 9,500 single-family residences.

1) *Definitions:*

- a) **BULKY ITEMS:** Furniture, televisions, other similar electronic items, and other household goods; exclusive of appliances.
- b) **COLLECTION:** Collection of household trash, recyclables, bulk, and yard waste at one location at the curb fronting each resident in a container provided by the bidder and limited to said container.
- c) **DEMOLITION AND CONSTRUCTION WASTE:** Waste materials from the construction or destruction of residential, industrial, or commercial structures.
- d) **DISPOSABLE YARD WASTE CONTAINER:** Disposable Kraft paper bags with a capacity of 20 to 35 gallons specifically designed for storage of yard waste.
- e) **HOLIDAY SCHEDULE:** No collections shall be required on the six annual legal holidays.
- f) **HOUSEHOLD TRASH:** Unwanted or discarded waste materials in a solid or semisolid state, including but not limited to: garbage, ashes, street refuse, rubbish, and other solid waste resulting from the maintenance and operation of dwelling units.
- g) **RECYCLABLES:** Materials from the solid waste stream that may be reprocessed and reused as a manufacturing resource to include, at a minimum: newspapers, magazines, cardboard, aluminum cans, tin-coated steel cans, glass bottles and jars, and plastic bottles collected at the curb fronting each resident; or other items as specified by the selected Bidder.
- h) **SINGLE-FAMILY DWELLING:** All single-family residential structures within the Municipal Boundaries of the City of Ballwin.
- i) **TRASH CONTAINERS:** Bidder-owned containers used by any person to store solid waste during the interval between solid waste collections.
- j) **WHITE GOODS:** Large household appliances consisting of: refrigerators, freezers, clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, ranges, stoves, wood stoves, and air conditioners that can be easily and safely handled by two individuals and do not exceed volume or weight restrictions set by the selected Bidder.

k) **YARD WASTE:** Bagged or bundled grass clippings, leaved, tree trimmings and limbs, garden vegetation, flowers, Christmas trees, and pieces of wood collected at the curb fronting each resident all in conformance to the selected Bidder's specifications.

- 2) *Equipment and Vehicles:* The selected bidder shall furnish all necessary vehicles and equipment, which shall be substantial, without the potential for leaking, and metallic vehicles and trucks provided with tops or coverings to prevent the spilling and leaking of materials and to conceal the contents of such vehicle from view. Said vehicles shall be kept covered or closed at all times except when being loaded or unloaded.

All vehicles provided by the selected bidder shall carry evidence of a current State of Missouri Safety inspection and any other license required as a condition of doing business by the St. Louis County Department of Health or the Missouri Department of Natural Resources. Additionally, the gross vehicle weight of the vehicles shall not exceed 20 tons for a single axle truck and 30 tons for a tandem axle truck, or except as otherwise provided by State or St. Louis County Law.

The selected bidder shall provide the City of Ballwin with a listing of all vehicles to be utilized within City Boundaries. The Director of Public Works shall have the right to inspect such vehicles from time to time, as he/she may deem appropriate to verify compliance with the above section.

- 3) *Special Collection Services:* The selected bidder shall provide for the roll-off containers, removal, and disposal of all leaf-vacuumed material created by the City-performed leaf vacuum service to residents at no additional cost to the City.
- 4) *City-Owned Facilities:* The selected bidder will be required to provide solid waste, recyclable collection, bulky items, and white goods services to all City-owned facilities. The bidder shall also furnish sufficient trash and recyclables containers to all public buildings owned and operated by the City of Ballwin. Said trash and recycle containers will be emptied twice a week, or as requested by the City. Any new facilities constructed or purchased during the duration of the Contract shall be provided the same service at no additional charge. The service shall include the sites as listed below:
- a) Government Center (1 Government Ctr.)
  - b) Public Works Department (200 Park Dr.)
  - c) Police Department (300 Park Dr.) {Moving to 302 Kehrs Mill Rd. in 2023 }
  - d) The Pointe (1 Ballwin Commons Cir.)
  - e) The North Pointe Aquatic Center (335 Holloway Rd.)
  - f) Ballwin Golf Course (333 Holloway Rd.)
- 5) *Collection of Bulky Items:* The selected bidder shall provide for the collection of bulky items from all households within the City of Ballwin. Bulky item pickup will be provided by the selected bidder in the base service with a maximum of two items per weekly pickup not to exceed weight conforming to an agreed upon poundage between the City and selected bidder.

Construction Material that fits into the 30 gallon resident container or the selected bidder's provided container will be collected. If a resident has additional construction material or bulky items exceeding the allowed amount, a cost will be incurred by the individual per pickup load at an amount agreed upon between the City and selected bidder.

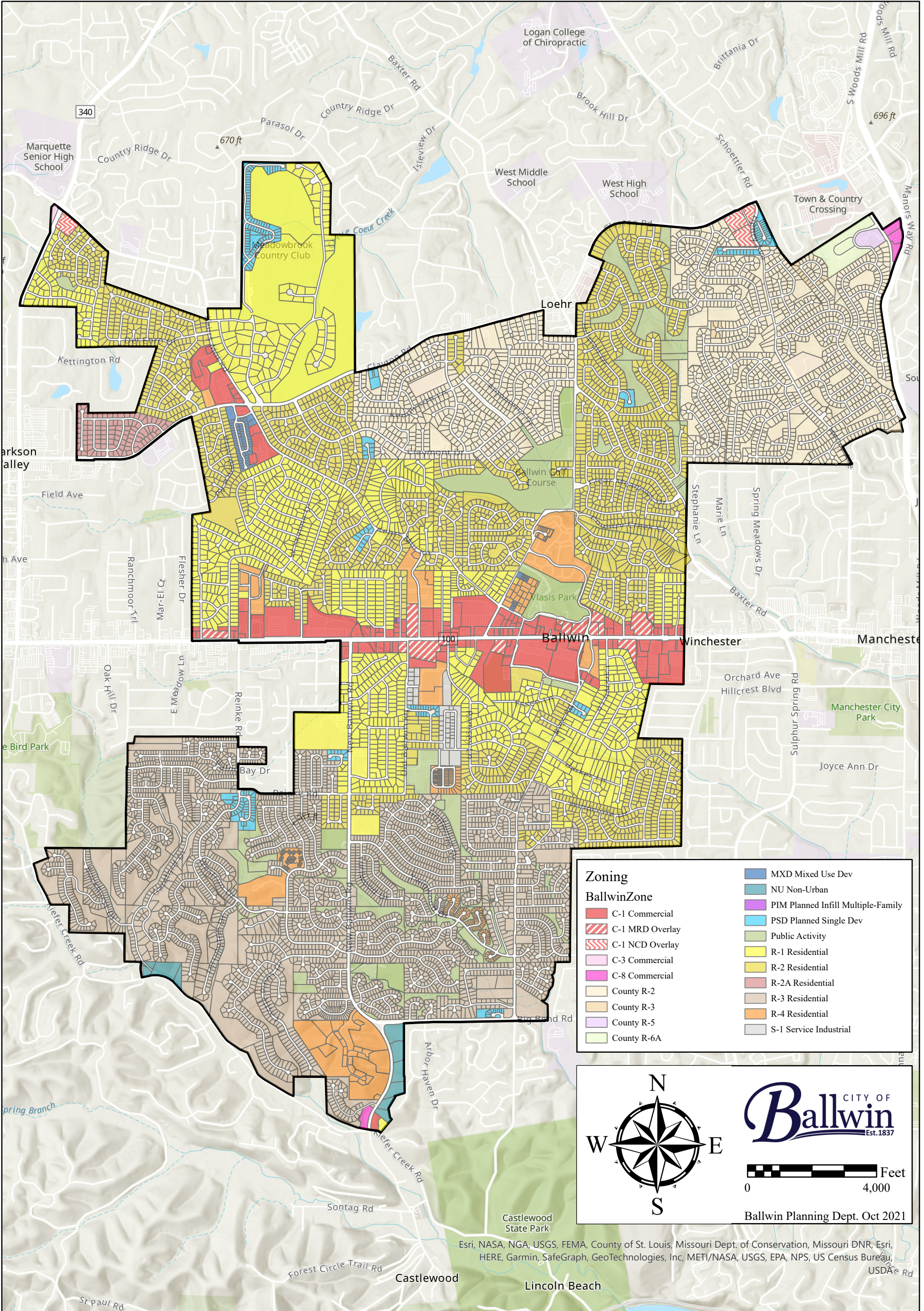
- 6) *Collection of White Goods:* The selected bidder shall provide for the collection of white goods from all households within the City of Ballwin at least once per month. The individual shall make an appointment for the collection of white goods and the cost shall be included in the base service.
- 7) *Collection of Yard Waste:* The selected bidder shall provide for the collection of yard waste from all households within the City of Ballwin once per week within the calendar year. Collection of yard waste shall take place on the same day as the resident's scheduled trash pickup. Residents will be required place yard waste at the curb in disposable Kraft paper bags or containers, with no limit to be placed upon the number of paper bags, containers, or bundles of branches conforming in length to an agreed specification made between the City of Ballwin and the selected bidder to be picked up at any one collection time. The City of Ballwin had an average of 659.63 yards of yard waste picked up per month in 2021.
- 8) *Collection of Recycling:* The selected bidder shall collect recyclables from all households within the City of Ballwin. Such collection shall take place on the same day as the resident's scheduled trash pickup and shall occur once per week. Collection shall be from containers provided by the selected bidder for that express purpose. Any vehicle utilized for collection of recyclables shall be clearly marked for that purpose or as approved by St. Louis County and the City of Ballwin. The City of Ballwin had an average of 230.14 tons of recycling picked up per month in 2021.
- 9) *Collection of Household Trash:* The selected bidder shall provide for the collection and disposal of household trash from containers provided by the selected bidder in the size of 35, 65, and 90 gallon capacity, with service being limited to the container. Collection shall by schedule approved by the City of Ballwin once per week. The City of Ballwin had an average of 708.37 tons of household trash picked up in 2021.

**MISCELLANEOUS PROVISIONS:**

- a) No collections shall be required on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The selected bidder shall provide for an alternate schedule for collection of all household trash, recyclable, and yard waste if missed due to one of the above holidays. The City of Ballwin shall approve such alternate schedule in advance, with the allowance for pickups to occur on Saturdays.
- b) Upon being notified of a missed collection by a resident of the City of Ballwin, the selected bidder shall provide the City with a written summary of all service concerns, including the service address, on a monthly basis.
- c) In the collection of household trash, recyclables, bulk items, and yard waste, the selected bidder and its employees shall not place the same upon or suffer the same to be placed upon any public or private street, alley, drive, or public or private place or property and shall agree to replace any receptacle, can, or lid damaged by the selected bidder or its employees and upon collection to leave the premises in a neat and clean condition.
- d) No collections shall begin prior to 7:00 a.m., or end later than 8:00 p.m., without the prior written consent of the City of Ballwin.
- e) The selected bidder shall submit accurate reports reflecting the total volume or weight of household trash, the volume or weight of recyclables, and the volume or weight of yard waste collected within the City of Ballwin. Such reports shall be filed with the City no less often than quarterly.
- f) The selected bidder will be required to implement a toll-free customer service number for residents of the City of Ballwin. The number shall be published in the bidder's advertising and community relation's information prior to the implementation of any contract with the City, the cost of which shall be borne by the bidder. The selected bidder shall provide copies of its advertising and community relation's information to the City for its review prior to its dissemination. The selected bidder shall distribute informational flyers as part of its public education program or other similar, suitable, methods and shall publish an e-mail address as an alternative means of communication for residents of the City.
- g) The selected bidder will conduct check-ins with the City of Ballwin daily to collect any issues that might arise prior to 12:00 noon on each collection day. Bidder shall have a representative contact the designated City representative to receive and resolve all concerns regarding collections missed on that date. Any missed pick-up prior to 12:00 noon will be rectified on that same day, any call after 12:00 noon will be rectified prior to 12:00 noon the following day.
- h) The selected bidder shall provide to the City of Ballwin 20, 30, or 40 cubic yard containers placed at sites designated by the City for removal of any material caused by storm damage. The bidder will bill the City in an amount per haul agreed upon between the City and selected bidder for the removal of any and all solid waste and yard waste.



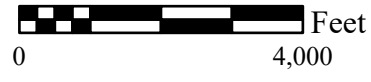
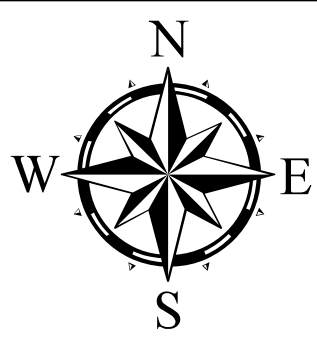
# ZONING MAP FOR THE CITY OF BALLWIN, MISSOURI



**Zoning**

**BallwinZone**

<span style="color: red;">■</span>	C-1 Commercial	<span style="color: blue;">■</span>	MXD Mixed Use Dev
<span style="color: red; border: 1px dashed red;">■</span>	C-1 MRD Overlay	<span style="color: teal;">■</span>	NU Non-Urban
<span style="color: red; border: 1px dashed red; border-style: dotted;">■</span>	C-1 NCD Overlay	<span style="color: purple;">■</span>	PIM Planned Infill Multiple-Family
<span style="color: pink;">■</span>	C-3 Commercial	<span style="color: cyan;">■</span>	PSD Planned Single Dev
<span style="color: magenta;">■</span>	C-8 Commercial	<span style="color: lightgreen;">■</span>	Public Activity
<span style="color: yellow;">■</span>	County R-2	<span style="color: yellow;">■</span>	R-1 Residential
<span style="color: orange;">■</span>	County R-3	<span style="color: orange;">■</span>	R-2 Residential
<span style="color: lightblue;">■</span>	County R-5	<span style="color: lightblue;">■</span>	R-2A Residential
<span style="color: lightgreen;">■</span>	County R-6A	<span style="color: lightgreen;">■</span>	R-3 Residential
		<span style="color: orange;">■</span>	R-4 Residential
		<span style="color: grey;">■</span>	S-1 Service Industrial



Ballwin Planning Dept. Oct 2021

Esri, NASA, NGA, USGS, FEMA, County of St. Louis, Missouri Dept. of Conservation, Missouri DNR, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



## Exhibit A BID FORM EXCLUSIVE RESIDENTIAL WASTE COLLECTION CITY OF BALLWIN

Item	Service
1	Solid Waste, Recycling, and Yard Waste; Curbside service once per week with 35, 65, and 95 gal. solid waste containers as specified in the bid documents

Service Cost	YEAR	35 GAL.	65 GAL.	95 GAL.
	2023			
	2024			
	2025			
	2026			
	2027			
	2028			

Name of Contractor or Subcontractor that shall provide service:

2	Bulky Waste; two (2) item maximum weekly, requires resident to schedule pick up with Contractor. Services as specified in the bid documents
---	---

Service Cost	YEAR	2 ITEM PER WEEK	COST PER ITEM EXCEEDING
	2023	INCLUDED	
	2024	INCLUDED	
	2025	INCLUDED	
	2026	INCLUDED	
	2027	INCLUDED	
	2028	INCLUDED	



Name of Contractor or Subcontractor that shall provide service:

3	White Goods; Requires resident to schedule pick up with Contractor. Services as described in bid documents
---	--

Service Cost	YEAR	
	2023	INCLUDED
	2024	INCLUDED
	2025	INCLUDED
	2026	INCLUDED
	2027	INCLUDED
	2028	INCLUDED

Name of Contractor or Subcontractor that shall provide service:

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

Company: \_\_\_\_\_

# Exhibit B NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

\_\_\_\_\_, being first duly sworn, deposes and says that  
*individual name*

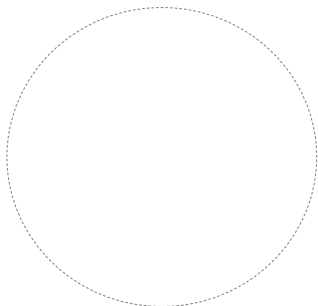
he/she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
*title* *firm name*

bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_



*notary seal*

\_\_\_\_\_  
Notary Public

Commission Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_



As required by Section 285.540, RSMo, Supp. 2008

FURTHER THE AFFIANT SAYETH NOT

\_\_\_\_\_

*(Signature)*

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, before me ,

\_\_\_\_\_, a Notary Public in and for said State, personally appeared

\_\_\_\_\_, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

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

\_\_\_\_\_

*(Notary Public)*

My Commission Expires:

Exhibit D

CONTRACTOR'S QUALIFICATIONS FORM

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Type of firm: Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Other \_\_\_\_\_

Number of years in business: \_\_\_\_\_ Geography limits: \_\_\_\_\_

Bonding limits: \$ \_\_\_\_\_

List names of bonding companies and agents:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Has firm defaulted, been removed or otherwise failed to complete a contract: \_\_\_\_\_

Has firm ever been low bid on a public contract and been rejected: \_\_\_\_\_ (if so provide list with contacts)

List similar contracts the firm holds:

\_\_\_\_\_ agency name contact name phone number

\_\_\_\_\_ agency name contact name phone number

\_\_\_\_\_ agency name contact name phone number

For this Contract list the individual that will be the City's primary contact:

Project Manager: \_\_\_\_\_ (attach resume or qualifications sheet)

Contact numbers: \_\_\_\_\_ office mobile e-mail

Provide an attached listing of specifications and photos of equipment the Contractor proposes to use to execute the requirements of this Contract.

Provide an attached standard company brochure with a general overview of the Contractor and services provided.

Provide an attached statement of financial condition less than six (6) years old for the Contractor submitting the Bid to execute the Services Contract.

# TRASH / RECYCLING / YARD WASTE/ WHITE GOODS / BULKY ITEMS

## MONTHLY VOLUME REPORT

FOR  
CITY OF BALLWIN

20 \_\_\_\_\_

MONTH OF \_\_\_\_\_

		MONTH	YEAR TO DATE
TRASH	TONS	<input type="text"/>	<input type="text"/>
RECYCLING	TONS	<input type="text"/>	<input type="text"/>
YARD WASTE	CY. YDS.	<input type="text"/>	<input type="text"/>
WHITE GOODS	NUMBER	<input type="text"/>	<input type="text"/>
BULKY ITEMS	NUMBER	<input type="text"/>	<input type="text"/>

## City of Ballwin Residential Solid Waste, Recyclables, Yard Waste, and Bulk Trash RFP – Addendum #1

1. What is the expected starting date for this trash bid?
  - a. January 1, 2023.
2. Is the frequency for bulky items pickup monthly or weekly?
  - a. An error in the original RFP listed bulky items as twice weekly under section 5 of General Information. The correct frequency is twice monthly.
3. Is the City intending to have a senior discount option?
  - a. No, The City of Ballwin does not offer a senior discount.
4. How many total copies of the bid are needed?
  - a. Two hard copies are expected, with an identical submission given in electronic format.
5. Where will we need to send the electronic copy of the bid?
  - a. All submissions are to be sent to Eric Sterman, City Administrator, at [esterman@ballwin.mo.us](mailto:esterman@ballwin.mo.us).
6. What specifications can you give regarding the leaf vacuum program?
  - a. In 2021, we were supplied with 182 roll off dumpsters, with 40 yard containers filled and dumped. We have typically been provided 5 dumpsters in our public works yard at a time, which were emptied/swapped as necessary. Please note that leaf volume changes from year to year, and the full amount of dumpsters needed and tonnage expected is subject to change annually.
  - b. In 2021, we had an approximate cubic yardage of 7,280 from the leaf vacuum program.
7. What is the specific amount of 48, 65, and 95 gallon carts currently in use?
  - a. 48 Gallon – 1,400  
65 Gallon – 5,518  
95 Gallon – 2,671  
Additionally, please find attached an updated Bid Sheet providing the option for a 48 gallon container in lieu of the 35 gallon container in the original RFP.
8. What are the City’s expectations for Public Works and events services with the contractor?

- a. Ballwin Public Works only requires the additional leaf vacuum program and street sweeping containers. For special events, the City's expectations are limited to an "as needed" basis and would typically be a handful of times per year.
9. What are the City's expectations for the missed pick-up report?
  - a. The City does not have a specified format. This would be discussed during the negotiations period following selection of bid.
10. Is it the expectation to provide each household with a yard waste container?
  - a. Per our definitions, disposable yard waste containers are listed as "Disposable Kraft paper bags with a capacity of 20 to 35 gallons specifically designed for storage of yard waste." We are not requiring separate yard waste containers to be supplied by the contracted waste management company.
11. Is there a need for containers/ service for street sweeping materials?
  - a. Yes, The City has 1 twenty (20) yard container that we would need to have serviced 3-4 times a quarter, with a total of 16 containers dumped a year.
12. What is the expectation from the City on the frequency of distribution of information to the residents? What is the preference from the City on the type of information distributed to the residents?
  - a. The City does not have a specified format or frequency. These are both items that would be discussed during the negotiations period following selection of bid.
13. Please provide clarification as to what is expected with this language in Item C.- "In the collection of household trash, recyclables, bulk items, and yard waste, the selected bidder and its employees shall not place the same upon or suffer the same to be placed upon any public or private street, alley, drive, or public or private place"
  - a. This clause is simply meant to state that the hauler should not leave any trash, yard waste, or other debris on the street after servicing the City.
14. When is the award date?
  - a. It is subject to change, but it is anticipated the contract will be brought to the Board of Aldermen for consideration at either their June 27<sup>th</sup> or July 25<sup>th</sup> meeting.
15. Does the hauler invoice the residents for services? Or does the hauler invoice the City for services?
  - a. The hauler invoices the residents directly for services.
16. Will the final contract be negotiated by both parties?
  - a. Yes, however the company is expected to honor the terms in their bid during any negotiations.



17. What are the container sizes and quantities for City Facilities?

Facility	Address	Container	Quantity
Government Center	1 Government Center	4-yd Trash	1
Government Center	1 Government Center	95-gallon Recycle	3
The Point at Ballwin Commons/Rec Center	1 Ballwin Commons	6yd-Trash	1
The Point at Ballwin Commons/Rec Center	1 Ballwin Commons	65-gallon Recycle	2
Public Works	200 Park Drive	40-yd YW	2
Public Works	200 Park Drive	6-yd Trash	1
Public Works	200 Park Drive	8-yd Recycle	1
Public Works	200 Park Drive	20-yd Trash	1
Public Works	200 Park Drive	65-gallon Recycle	1
Police Dept.	300 Park Dr.	95-gallon Trash	3
Police Dept.	300 Park Dr.	65-gallon Recycle	1
Ballwin Golf Course	333 Holloway Road	8-yd Trash	1
Ballwin Golf Course	333 Holloway Road	95-gallon Recycle	2
Ballwin Golf Maintenance	333 Holloway Road	8-yd Trash	1
Ballwin Golf Maintenance	333 Holloway Road	20-yd YW	1
Ballwin Golf Maintenance	333 Holloway Road	65-gallon Recycle	2
North Pointe Aquatic Center	335 Holloway Rd	8-yd Trash	2



## Consent Item

**RE:** Semi-Annual Revenue/Expenditure Statement

**Department/Program:** Administration/Finance

**Recommendation:** Staff recommends that the Board approve the semi-annual statement of revenues and expenditures.

**Explanation:** Per RSMo Statute Section 79.160, *“the Board of Aldermen shall semi-annually each year, at times to be set by the Board of Aldermen, make out and spread upon their records a full and detailed account and statement of the receipts and expenditures and indebtedness of the city for the half year ending with the last day of the month immediately preceding the date of such report, which account and statement shall be published in some newspaper in the city.”*

In accordance with this statute section, attached is a report of actual revenues and expenditures received/expensed during the period January 1 – June 30, 2022. Upon approval by the Board, this will be published in a local newspaper.

**Submitted By:** Denise Keller

**Date:** July 18, 2022

**CITY OF BALLWIN  
GENERAL/CAPITAL PROJECTS FUNDS  
REVENUE/EXPENSE STATEMENT  
FOR THE SIX MONTH PERIOD ENDING 6/30/22**

<b>REVENUE</b>	<b>General Fund</b>	<b>Capital Projects Fund</b>
Sales Taxes	\$ 4,710,990	\$ 669,382
Other Taxes	913,128	-
Licenses & Permits	1,347,873	-
Public Utility Licenses	1,563,893	-
Court Fines	238,732	-
Police & Communications	196,247	-
Community Programs	1,880,948	-
Grants & Donations	85,078	133,221
Sale of Capital Assets	19,426	-
Investment Income	41,163	-
Escrows	7,284	-
Miscellaneous	33,668	-
Other Financing Sources	-	3,064,303 (1)
Total:	<b>\$ 11,038,430</b>	<b>\$ 3,866,906</b>

<b>EXPENDITURES</b>		
Administration	\$ 1,760,092	\$ 24,543
Parks & Recreation	2,287,878	99,881
Police	3,427,234	1,964,444
Public Works	1,656,980	47,309
Transfers Out	3,064,303 (1)	-
Total:	<b>\$ 12,196,487</b>	<b>\$ 2,136,177</b>

**CITY INDEBTEDNESS**  
 2002 Tax Increment Revenue Bonds \$ 4,875,000 (2)

(1) This transfer of accumulated fund balance is to fund construction of the new Police Building in the Capital Fund.

(2) The bonds do not constitute a general obligation or indebtedness of the City. Please refer to the annual audit report on the City's website for additional details.

I, Denise Keller, Finance Officer for the City of Ballwin, Missouri, certify that to the best of my knowledge, the above unaudited statement is true and in agreement with city records on file as of 6/30/22.

*Denise Keller*

Denise Keller  
Finance Officer

ATTEST:

*Eric Sterman*

Eric Sterman  
City Administrator



## Consent Item

**RE:** Ballwin Days Liquor License

**Department/Program:** Administration

**Recommendation:** Staff recommends Board Approval for the Rotary Club Ballwin Days Liquor License

**Explanation:** The Rotary Club of West St. Louis County has applied for a liquor license to sell beer at Ballwin Days. The permit shall be effective from August 19, 2022 – August 21, 2022.

**Submitted By:** Denise Keller

**Date:** July 25, 2022