



# City of Pevely

401 Main Street Pevely, Missouri 63070

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A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri, will conduct a special meeting at 6:00 PM on January 4, 2021 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

## Board of Aldermen Closed Meeting

Special Note: This meeting will be recorded.

The meeting will take place on January 4, 2021 at 6:00 P.M.

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### Agenda

Pledge of Allegiance  
Roll Call  
Closed Session

The tentative agenda of this meeting also includes a vote to close part of this meeting pursuant to section 610:021; Paragraph (1) legal actions, causes of action or litigation and Paragraph (3) hiring, firing, disciplining or promoting of particular employees and Paragraph (13) individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment

Open Session  
Adjourn

All copies of all ordinances proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only pursuant to RSMo. 79.130.

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Posted On: 12/30/2020 3:07:42 PM By: Ashton Lowery, City Clerk



# City of Pevely

401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on January 4, 2021 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

## Board of Aldermen Regular Meeting

Special Note: This meeting will be recorded.

The meeting will take place on January 4, 2021 at 7:00 P.M.

### Agenda

1. Pledge of Allegiance

2. Roll Call

3. Citizen's Comments

"Citizen's Comments shall be limited to three (3) minutes to address the Council. Please fill out an index card on the podium prior to the meeting. Visitors are not allowed to speak during the business portion of the meeting and no responses from the Mayor or Board of Alderman during Citizen's Comments will be given."

4. Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes (12/7 Closed and Regular and 12/21 Closed and Regular)
- c. December AP Report
- d. December Administration Report

5. Ordinances

6. Resolutions

- a. Resolution 2021/91 – Reading and Approval

A Resolution Authorizing the Mayor to Enter into and Execute A Solid Waste Services Agreement with Waste Management of Missouri, INC. for Residential Solid Waste and Recycling Collection and Disposal

7. Appointments

8. Bids

9. Motions

- a. Employee Vacation Time Rollover

Motion: To Roll Over Unused 2020 Vacation Time for Employees into 2021

10. Continued Business

- a. Sunshine Request Audit Forms
- b. Calendars



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## **11. Committee Reports**

- a. Planning and Zoning
- b. Tourism Board
- c. Police Personnel Board
- d. Park Board

## **12. Administrative Reports**

- a. Attorney Sweeney
- b. Chief Eickhoff
- c. City Administrator

## **13. Council Member Reports**

- a. Alderman Markus
  - a. ATV Permits
- b. Alderman Coulson
- c. Alderman Tucker
- d. Alderman Menkhus
- e. Alderman Leeder
- f. Alderman Yount
- g. Alderman Brooks
- h. Mayor Haas

## **14. Adjournment**

All copies of all ordinance proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

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Posted On: 12/30/2020 3:09:25 PM    By: Ashton Lowery, City Clerk



# City of Pevely

401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on December 7, 2020 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

## Board of Aldermen Regular Meeting

Special Note: This meeting will be recorded.

The meeting took place on December 7, 2020 at [07:00:09 PM \(00:00:50\)](#)

### Agenda

#### 1. Pledge of Allegiance

#### 2. Roll Call

A roll call vote was taken:

Alderman – Ward 1 – Steve Markus: Present  
Alderman – Ward 1 – Larry Coulson: Absent  
Alderman – Ward 2 – Ryan Tucker: Present  
Alderman – Ward 3 – Don Menkhus: Present  
Alderman – Ward 3 – Tyler Leeder: Present  
Alderman – Ward 4 – Rick Yount: Present  
Alderman – Ward 4 – William Brooks: Present

City Administrator – Nathan Schauf  
Deputy City Clerk – Linda Miles  
Administrative Assistant – Kenzie King  
Police Chief – Alan Eickhoff  
Building Official – Adam Mitchell  
City Accountant – Greg Shinn

#### 3. Consent Agenda

##### a. Approval of Agenda

Motion: To Approve the Agenda

Alderman – Ward 4 – William Brooks: Motion

Alderman – Ward 3 – Tyler Leeder: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Absent  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve

##### b. [Approval of Minutes \(11/4 Budget Workshop, 11/9 Closed and Regular, and 11/30 Closed and Regular\)](#)





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Motion: to Approve the Minutes (11/4 Budget Workshop, 11/19 Closed and Regular, and 11/30 Closed and Regular)

Alderman – Ward 1 – Steve Markus: Motion

Alderman – Ward 4 – William Brooks: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Approve

- c. October Financial Report – Greg Shinn briefly discussed the City's financial situation. A brief discussion took place.

#### 4. Ordinances

- a. Bill #1531 – 1<sup>st</sup> Reading

An Ordinance Amending Section 500.060, Paragraph B of the City of Pevely Municipal Code Pertaining to the Fee for Moving A Home



Nathan Schauf stated that this ordinance is changing the permit fee for moving a home.

Motion: To Put Bill #1531 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 4 – Rick Yount: Motion

Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Approve

Motion: To Accept Bill #1531 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 1 – Steve Markus: Motion

Alderman – Ward 2 – Ryan Tucker: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Approve

- b. Bill #1532 – 1<sup>st</sup> Reading

An Ordinance Adding Chapter 520 to the City of Pevely Municipal Code Pertaining to Tiny Houses

636-475-4452

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636-475-4116 (fax)

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www.cityofpevely.org





# City of Pevely

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Motion: To Put Bill #1532 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 4 – Rick Yount: Motion

Alderman – Ward 3 – Tyler Leeder: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Approve

Motion: To Accept Bill #1532 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 4 – Rick Yount: Motion

Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Approve



c. Bill #1533 – 1<sup>st</sup> Reading

An Ordinance Calling A Public Election Submitting, To the Qualified Voters of the City, A Proposition Authorizing A One-Half Cent Storm Water and Local Parks Sales Tax

William Brooks asked if this would be \$330,000 per year. Greg Shinn stated that was correct.

Motion: To Put Bill #1533 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 1 – Steve Markus: Motion

Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Approve

Motion: To Accept Bill #1533 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 4 – William Brooks: Motion

Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent



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Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve

## 5. Motions

### a. Don Menkhus – A Temporary Schedule of 1 Board Meeting Per Month

Alderman Tucker asked if this would include a workshop and Mayor Haas stated that it would not. It would only include one regular Board meeting

### Motion: To Temporarily Hold One (1) Regular Board of Aldermen Meeting Per Month for the First Quarter of 2021

Alderman – Ward 3 – Don Menkhus: Motion  
Alderman – Ward 3 – Tyler Leeder: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Absent  
Alderman – Ward 2 – Ryan Tucker: Disapprove  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve



### b. 101 Main Street Re-Zoning Request

Nathan Schauf stated that this was approved through Planning and Zoning. A brief discussion took place.

### Motion: To Approve the Re-Zoning Request Submitted by the Property Owners of 101 Main Street from B-1 to B-2

Alderman – Ward 3 – Tyler Leeder: Motion  
Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Absent

Alderman – Ward 2 – Ryan Tucker: Disapprove  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve

## 6. Committee Reports

- a. Planning and Zoning
- b. Tourism Board
- c. Police Personnel Board
- d. Park Board



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## 7. Administrative Reports

- a. Chief Eickhoff
  - a. Vacation Time Rollover Discussion – Chief Eickhoff had a request from officers and dispatchers to rollover vacation time due to COVID. The board asked Chief Eickhoff to see if the officers and dispatchers would rather the time roll over or if they would like to get paid out for it. A brief discussion took place.
  - b. City Administrator – Nathan Schauf discussed the Waste Management quote for trash service. This quote did not include recycling. Alderman Menkhus asked Nathan to check into having recycling once or twice a month. A brief discussion took place.

## 8. Council Member Reports

- a. Alderman Markus
  - a. Two Personal Days for Employees Discussion – Alderman Markus discussed giving employees 2 personal days every year and just include it in the benefits. He asked that Nathan bring that resolution to the next meeting. Alderman Markus also stated that he didn't believe that if the employees were in their offices by themselves and the door was closed, they didn't need to have their mask on.
- b. Alderman Coulson
- c. Alderman Tucker – Alderman Tucker asked about the CARES act. A brief discussion took place.
- d. Alderman Menkhus – Alderman Menkhus stated that the ditches on Riverview be filled. Nathan Schauf stated he would contact the contractor.
- e. Alderman Leeder – No report
- f. Alderman Yount – No report
- g. Alderman Brooks – Alderman Brooks mentioned Pearl Harbor and thanked servicemen and women for their service.
- h. Mayor Haas – Mayor Haas stated the Christmas Tree at City Hall looked nice.



### Motion: To Adjourn

Alderman – Ward 4 – Rick Yount: Motion

Alderman – Ward 3 – Tyler Leeder: 2<sup>nd</sup>

All in Favor: Aye

The meeting ended at 07:28:35 PM (00:29:16)

Attest:

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Ashton Lowery  
City Clerk of Pevely, MO

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Stephanie M. Haas  
Mayor of Pevely, MO

All copies of all ordinance proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

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Posted On: 12/8/2020 12:05:08 PM By: Ashton Lowery, City Clerk

636-475-4452

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636-475-4116 (fax)

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www.cityofpevely.org





# City of Pevely

401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on December 21, 2020 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

## Board of Aldermen Regular Meeting

Special Note: This meeting will be recorded.

The meeting took place on December 21, 2020 at 07:00:07 PM (00:03:59)

### Agenda

#### 1. Pledge of Allegiance

#### 2. Roll Call

A roll call vote was taken:

Alderman – Ward 1 – Steve Markus: Present  
Alderman – Ward 1 – Larry Coulson: Present  
Alderman – Ward 2 – Ryan Tucker: Present  
Alderman – Ward 3 – Don Menkhus: Present  
Alderman – Ward 3 – Tyler Leeder: Present  
Alderman – Ward 4 – Rick Yount: Present  
Alderman – Ward 4 – William Brooks: Absent

City Administrator – Nathan Schauf  
City Clerk – Ashton Lowery  
Deputy City Clerk – Linda Miles  
City Attorney – Bob Sweeney  
Police Chief – Alan Eickhoff  
City Accountant – John Boyd

#### 3. Consent Agenda

##### a. Approval of Agenda

Motion: To Approve the Agenda

Alderman – Ward 3 – Don Menkhus: Motion

Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

#### 4. Ordinances

##### a. Bill #1531 – 2<sup>nd</sup> Reading





# City of Pevely

401 Main Street Pevely, Missouri 63070

An Ordinance Amending Section 500.060, Paragraph B of the City of Pevely Municipal Code Pertaining to the Fee for Moving A Home

Motion: To Put Bill #1531 On its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 4 – Rick Yount: Motion

Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent



Motion: To Approve Bill #1531 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 3 – Tyler Leeder: Motion

Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent

b. Bill #1532 – 2<sup>nd</sup> Reading

An Ordinance Adding Chapter 520 to the City of Pevely Municipal Code Pertaining to Tiny Houses

Motion: To Put Bill #1532 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 3 – Don Menkhus: Motion

Alderman – Ward 2 – Ryan Tucker: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent

Motion: To Approve Bill #1532 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 2 – Ryan Tucker: Motion

Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve



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Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

c. Bill #1533 – 2<sup>nd</sup> Reading

An Ordinance Calling A Public Election Submitting, To the Qualified Voters of the City, A Proposition Authorizing A One-Half Cent Storm Water and Local Parks Sales Tax

Motion: To Put Bill #1533 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 1 – Larry Coulson: Motion  
Alderman – Ward 3 – Tyler Leeder: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

Motion: To Approve Bill #1533 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 2 – Ryan Tucker: Motion  
Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

d. Bill #1534 – 1<sup>st</sup> and 2<sup>nd</sup> Reading

An Ordinance Amending Section 125.330 of the City of Pevely Municipal Code Pertaining to Court Costs

City Administrator Nathan Schauf discussed the changes made to the code.

Motion: To Put Bill #1534 on its 1<sup>st</sup> Reading By Caption Only

Alderman – Ward 1 – Steve Markus: Motion  
Alderman – Ward 2 – Ryan Tucker: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve

636-475-4452

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636-475-4116 (fax)

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[www.cityofpevely.org](http://www.cityofpevely.org)





# City of Pevely

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Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

Motion: To Approve Bill #1534 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 3 – Tyler Leeder: Motion  
Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

Motion: To Put Bill #1534 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 1 – Larry Coulson: Motion  
Alderman – Ward 3 – Don Menkhus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

Motion: To Approve Bill #1534 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 3 – Don Menkhus: Motion  
Alderman – Ward 1 – Larry Coulson: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

e. Bill #1535 – 1<sup>st</sup> and 2<sup>nd</sup> Reading

An Ordinance Amending the Fiscal Year 2020 Budget for Operations for the City of Pevely, Missouri in the Amounts and for the Accounts as Shown on Exhibit A Attached Hereto

Motion: To Put Bill #1535 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 4 – Rick Yount: Motion  
Alderman – Ward 3 – Tyler Leeder: 2<sup>nd</sup>







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Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

Motion: To Approve Bill #1535 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 1 – Steve Markus: Motion  
Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent



Motion: To Put Bill #1535 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 3 – Don Menkhus: Motion  
Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

Motion: To Approve Bill #1535 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 4 – Rick Yount: Motion  
Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Absent

f. Bill #1536 – 1<sup>st</sup> and 2<sup>nd</sup> Reading

An Ordinance Approving and Adopting the Budget for Operations for Fiscal Year 2021 for the City of Pevely, Missouri as Made and Provided for Sections 67.010, Et. Seq. of the Revised Statutes of Missouri





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Motion: To Put Bill #1536 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 3 – Don Menkhus: Motion

Alderman – Ward 2 – Ryan Tucker: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent

Motion: To Approve Bill #1536 on its 1<sup>st</sup> Reading by Caption Only

Alderman – Ward 3 – Don Menkhus: Motion

Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent

Motion: To Put Bill #1536 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 4 – Rick Yount: Motion

Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent

Motion: To Approve Bill #1536 on its 2<sup>nd</sup> and Final Reading by Caption Only

Alderman – Ward 1 – Steve Markus: Motion

Alderman – Ward 4 – Tyler Leeder: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent





# City of Pevely

401 Main Street Pevely, Missouri 63070

## 5. Resolutions

### a. Resolution 2020/90 – Reading and Approval

A Resolution Issuing Up to Two Personal Days to Each Full-Time City of Pevely Employee and Establishing the Details Related Thereto

Motion: To Put Resolution 2020/90 on Reading by Caption Only

Alderman – Ward 1 – Steve Markus: Motion

Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Disapprove

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent



Motion: To Approve Resolution 2020/90 by Caption Only

Alderman – Ward 1 – Steve Markus: Motion

Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Disapprove

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Absent

## 6. Committee Reports

- a. Planning and Zoning – No report
- b. Tourism Board – No report
- c. Police Personnel Board – No report
- d. Park Board – No report

## 7. Administrative Reports

- a. Attorney Sweeney – No report
- b. Chief Eickhoff – Chief Eickhoff discussed the arrests that was made Monday evening relating to stolen vehicles.
- c. City Administrator – Nathan Schauf discussed the trash and recycling bids

## 8. Council Member Reports

- a. Alderman Markus – Alderman Markus wished everyone a Merry Christmas and thanked Nathan Schauf for his hard work on the budget.
- b. Alderman Coulson – Alderman Coulson wished everyone a Merry Christmas
- c. Alderman Tucker – Alderman Tucker wished everyone a Merry Christmas



# City of Pevely

401 Main Street Pevely, Missouri 63070

- d. Alderman Menkhus – Alderman Menkhus wished everyone a Merry Christmas and thanked Nathan Schauf for his hard work on the budget.
- e. Alderman Leeder – No report
- f. Alderman Yount – Alderman Yount wished everyone a Merry Christmas
- g. Alderman Brooks - Absent
- h. Mayor Haas – Mayor Haas wished everyone a Merry Christmas and thanked Nathan Schauf for his hard work on the budget.

## **Motion: To Adjourn**

Alderman – Ward 3 – Don Menkhus: Motion

Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

All in Favor: Aye

The meeting ended at 07:32:58 PM (00:36:50)



Attest:

\_\_\_\_\_  
Ashton Lowery  
City Clerk of Pevely, MO

\_\_\_\_\_  
Stephanie M. Haas  
Mayor of Pevely, MO

All copies of all ordinance proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

Posted On: 12/22/2020 9:52:15 AM By: Ashton Lowery, City Clerk

## **December 2020**

- Contractors Licenses: 59
- Business Licenses: 25
- Liquor Licenses: 0
- ATV Permits: 5
- Voter Registrations: 0
- Yard Sale Permits: 0
- Sunshine Requests: 5
- Solicitation Permits: 0
- Hired Employees: 0
- Termed Employees: 0
- Animal Registrations: 1
- Work Orders: 0
- Admin Overtime Hours Worked: Hours Total 65.875
- Income by Source:
  - Gross Receipts - \$ 514.97
  - E911 Tax - \$ 774.70
  - Animal Control - \$ 145
  - Miscellaneous – General Revenue - \$ 386.60
  - Contractor's Licenses - \$ 2,900
  - Merchant Licenses - \$ 9,176.56
  - Surplus Property Sales - \$ 0
  - Vacant Building Fees - \$ 200



City of Pevely  
Vendor Activity  
From 12/1/2020 Through 12/30/2020

Vendor Name	Check/Voucher Number	Transaction Description	Check/Voucher Date	Payments
Voya Institutional Trust Company	019564	Voya	12/14/2020	(412.00)
Voya Institutional Trust Company	019609	Voya	12/21/2020	(412.00)
Voya Institutional Trust Company	019624	Voya	12/28/2020	(412.00)
<b>Total Voya Institutional Trust Company</b>				<b>(1,236.00)</b>
AFLAC of Columbus	019566	December Aflac Payment	12/15/2020	(340.41)
<b>Total AFLAC of Columbus</b>				<b>(340.41)</b>
AT & T Long Distance	019567	November AT&T Long Distance Payment	12/15/2020	(1.56)
<b>Total AT &amp; T Long Distance</b>				<b>(1.56)</b>
Century Credit Union -Visa	019568	November Century CC Payment	12/15/2020	(3,322.25)
<b>Total Century Credit Union -Visa</b>				<b>(3,322.25)</b>
Charter Communications	019536	December PD Charter Payment	12/8/2020	(273.63)
Charter Communications	019569	December Charter Payment	12/15/2020	(214.96)
<b>Total Charter Communications</b>				<b>(488.59)</b>
Colonial Life	019631	Colonial Life Monthly Payment	12/29/2020	(346.00)
<b>Total Colonial Life</b>				<b>(346.00)</b>
Crystal Heating & Cooling	019537	City Hall AC Repair	12/8/2020	(1,214.00)
<b>Total Crystal Heating &amp; Cooling</b>				<b>(1,214.00)</b>
Dobbs Tire & Auto Center	019508	Unit 790 New Tires	12/1/2020	(518.00)
Dobbs Tire & Auto Center	019539	Unit 778 2 New Tires	12/8/2020	(247.00)
<b>Total Dobbs Tire &amp; Auto Center</b>				<b>(765.00)</b>
Missouri Municipal League	019647	MML Annual Membership Dues	12/29/2020	(948.40)
<b>Total Missouri Municipal League</b>				<b>(948.40)</b>
Dale King	019633	Dale King Uniform Reimbursement	12/29/2020	(141.11)
<b>Total Dale King</b>				<b>(141.11)</b>
Jason Driemeier	019574	Jason Driemeier TAC Meeting Training Reimbursement	12/15/2020	(63.54)
<b>Total Jason Driemeier</b>				<b>(63.54)</b>



JoAnn Bates	019510	City of Pevely Vendor Activity From 12/1/2020 Through 12/30/2020 Prosecuting Attorney's Assistant November Payment	12/1/2020	(1,030.00)
<b>Total JoAnn Bates</b>				<b>(1,030.00)</b>
Core & Main	019507	Parts for El Camino Pipe Job	12/1/2020	(166.64)
Core & Main	019507	Meter Risers	12/1/2020	(165.78)
Core & Main	019507	Type C Locking	12/1/2020	(270.02)
Core & Main	019571	Meters for Water Dept.	12/15/2020	(1,608.00)
Core & Main	019596	3/4" Expanders	12/21/2020	(313.60)
<b>Total Core &amp; Main</b>				<b>(2,524.04)</b>
Leader Publication	019545	Dispatch Ad	12/8/2020	(133.00)
<b>Total Leader Publication</b>				<b>(133.00)</b>
Leon Uniform	019512	JOEY WHALEY UNIFORM	12/1/2020	(86.98)
Leon Uniform	019512	Brian Benjamin Uniform	12/1/2020	(36.99)
Leon Uniform	019546	Code & Animal Control Badge Holders	12/8/2020	(77.47)
Leon Uniform	019578	Department Order	12/15/2020	(175.00)
Leon Uniform	019578	Joe St. Clair Uniform	12/15/2020	(29.99)
Leon Uniform	019643	Kayla Boyd Uniform	12/29/2020	(150.00)
<b>Total Leon Uniform</b>				<b>(556.43)</b>
Lowes Business Acct/Synob	019644	Lowes December CC Payment	12/29/2020	(29.12)
<b>Total Lowes Business Acct/Synob</b>				<b>(29.12)</b>
Missouri One Call	019582	Locate Fees	12/15/2020	(72.45)
<b>Total Missouri One Call</b>				<b>(72.45)</b>
Missouri Rural Water Assoc	019514	Utilities Dept. MO Rural Water Association 2021 Dues	12/1/2020	(1,034.32)
<b>Total Missouri Rural Water Assoc</b>				<b>(1,034.32)</b>
Nuway Concrete Forms, INC	019583	Equipment Rental	12/15/2020	(795.00)
Nuway Concrete Forms, INC	019583	New Concrete Tral, Shovel, & Street Brooms	12/15/2020	(248.22)
Nuway Concrete Forms, INC	019583	New Concrete Screed	12/15/2020	(1,560.00)
Nuway Concrete Forms, INC	019649	Concrete Blanket for Cold Weather Pour	12/29/2020	(101.55)
Nuway Concrete Forms, INC	019649	Concrete Blanket for Cold Weather Pour	12/29/2020	(101.55)
<b>Total Nuway Concrete Forms, INC</b>				<b>(2,806.32)</b>

City of Pevely  
Vendor Activity  
From 12/1/2020 Through 12/30/2020

Office Depot	019603	Sewer Dept Toner & Correction Tape	12/21/2020	(359.51)
Office Depot	019650	Printer for Admin Depart.	12/29/2020	(199.99)
Office Depot	019650	Printer Ink for Admin Depart.	12/29/2020	(145.78)
<b>Total Office Depot</b>				<b>(705.28)</b>
Pevely Plaza Auto Parts	019516	Oil & Filter for Water Dept. Chevy Silverado 500	12/1/2020	(20.70)
Pevely Plaza Auto Parts	019584	Water Dept. Tail Light 2500	12/15/2020	(19.99)
Pevely Plaza Auto Parts	019652	Fuel Filter for Air Compressor	12/29/2020	(3.60)
<b>Total Pevely Plaza Auto Parts</b>				<b>(44.29)</b>
Plaza Tire Service	019586	New Tire for Mini Trailer	12/15/2020	(176.95)
<b>Total Plaza Tire Service</b>				<b>(176.95)</b>
Praxair Distribution, Inc	019587	Public Works Cylinder Rental	12/15/2020	(172.61)
Praxair Distribution, Inc	019587	Public Works Cylinder Rental	12/15/2020	(49.90)
Praxair Distribution, Inc	019587	Public Works Cylinder Rental	12/15/2020	(144.34)
<b>Total Praxair Distribution, Inc</b>				<b>(366.85)</b>
Public Water District #7	019555	Nov. Reconnect/Disconnect Fees	12/8/2020	(25.00)
Public Water District #7	019555	Nov. Water Payment	12/8/2020	(17.85)
Public Water District #7	019604	Reconnect/Disconnect Fees	12/21/2020	(125.00)
<b>Total Public Water District #7</b>				<b>(167.85)</b>
Schulte Supply Inc	019656	Manhole Grade Ring	12/29/2020	(304.00)
Schulte Supply Inc	019656	Calibrate Sewer Gas Meter	12/29/2020	(95.00)
<b>Total Schulte Supply Inc</b>				<b>(399.00)</b>
Trautman Quarry	019518	Rock for El Camino Pipe Job	12/1/2020	(42.81)
Trautman Quarry	019659	Rock for Concrete Pads	12/29/2020	(53.75)
Trautman Quarry	019659	Rock for Concrete Pads	12/29/2020	(55.23)
<b>Total Trautman Quarry</b>				<b>(151.79)</b>
USA Bluebook	019519	Lab Supplies	12/1/2020	(21.89)
USA Bluebook	019592	First Aid Kits for Street Dept.	12/15/2020	(195.11)
<b>Total USA Bluebook</b>				<b>(217.00)</b>
Traffic Control	019606	Sign Post	12/21/2020	(460.05)
Traffic Control	019658	Signs for Herkey Horine Rd.	12/29/2020	(264.68)
<b>Total Traffic Control</b>				<b>(724.73)</b>

City of Pevely  
Vendor Activity  
From 12/1/2020 Through 12/30/2020

Alpha Media Farmington	019534	11/11-11/30 Holiday Greetings Advertising	12/8/2020	(264.61)
Alpha Media Farmington	019534	11/11-11/30 Dream Team Interview	12/8/2020	(108.00)
<b>Total Alpha Media Farmington</b>				<b>(372.61)</b>
Butler Supply	019505	Lightbulbs for Street Lights on HWY Z	12/1/2020	(143.22)
<b>Total Butler Supply</b>				<b>(143.22)</b>
Greg Long	019509	Greg Long Uniform Reimbursement	12/1/2020	(136.48)
<b>Total Greg Long</b>				<b>(136.48)</b>
Family Support Payment Center	019525	Family Support Payment Center	12/7/2020	(100.85)
Family Support Payment Center	019565	Family Support Payment Center	12/14/2020	(100.85)
Family Support Payment Center	019610	Family Support Payment Center	12/21/2020	(100.85)
Family Support Payment Center	019625	Family Support Payment Center	12/28/2020	(100.85)
<b>Total Family Support Payment Center</b>				<b>(403.40)</b>
Pevely Police Association	019626	Pevely Police Association December 2020	12/28/2020	(242.90)
<b>Total Pevely Police Association</b>				<b>(242.90)</b>
Missouri Dep. Of Revenue	019627	Mo Dept of Revenue December 2020	12/28/2020	(8,403.00)
<b>Total Missouri Dep. Of Revenue</b>				<b>(8,403.00)</b>
Police Legal Sciences, Inc	019554	PD 2021 PLS Subscription	12/8/2020	(3,000.00)
<b>Total Police Legal Sciences, Inc</b>				<b>(3,000.00)</b>
Bauman Oil	019535	Public Works Fuel	12/8/2020	(214.26)
Bauman Oil	019535	City Hall Fuel	12/8/2020	(468.04)
Bauman Oil	019535	City Hall Fuel	12/8/2020	(304.32)
Bauman Oil	019595	Public Works Fuel	12/21/2020	(699.38)
Bauman Oil	019595	City Hall Fuel	12/21/2020	(486.80)
<b>Total Bauman Oil</b>				<b>(2,172.80)</b>
St. Louis County Municipal Police Academy	019517	Jen Huskey CMPA Reimbursement	12/1/2020	(125.00)
<b>Total St. Louis County Municipal Police Academy</b>				<b>(125.00)</b>
Steve Davis	019558	Judge Davis December Payment	12/8/2020	(1,500.00)

City of Pevely  
Vendor Activity  
From 12/1/2020 Through 12/30/2020

<b>Total Steve Davis</b>				<b>(1,500.00)</b>
Datamax				
Datamax	019538	Water Dept. Printer Ink	12/8/2020	(39.20)
Datamax	019538	Admin Printer Ink	12/8/2020	(103.83)
Datamax	019538	PD Printer Ink	12/8/2020	(213.00)
Datamax	019572	Dispatch Printer Ink	12/15/2020	(192.95)
Datamax	019572	Admin December Printer Payment	12/15/2020	(181.01)
Datamax	019572	Court December Printer Payment	12/15/2020	(195.81)
Datamax	019572	Water Dept. Dec. Printer Payment	12/15/2020	(181.01)
<b>Total Datamax</b>				<b>(1,106.81)</b>
CNA Surety	019630	Yearly Bond Payment	12/29/2020	(1,937.50)
<b>Total CNA Surety</b>				<b>(1,937.50)</b>
John Deere Financial	019575	November John Deere CC Payment	12/15/2020	(1,271.40)
<b>Total John Deere Financial</b>				<b>(1,271.40)</b>
Idexx Distribution, Inc	019637	Lab Supplies	12/29/2020	(275.55)
<b>Total Idexx Distribution, Inc</b>				<b>(275.55)</b>
Associated Engineered System	019594	Dispatch Access Control Addition	12/21/2020	(3,295.00)
<b>Total Associated Engineered System</b>				<b>(3,295.00)</b>
AT & T Mobility	019504	December Firstnet Payment	12/1/2020	(662.41)
AT & T Mobility	019629	FirstNet Monthly Payment	12/29/2020	(662.41)
<b>Total AT &amp; T Mobility</b>				<b>(1,324.82)</b>
Cochran	019570	Admin Engineering Fees	12/15/2020	(383.25)
Cochran	019570	Riverview Drive Improvements	12/15/2020	(19,166.95)
<b>Total Cochran</b>				<b>(19,550.20)</b>
Sprint	019605	November Sprint Payment	12/21/2020	(787.01)
<b>Total Sprint</b>				<b>(787.01)</b>
Dorlac Sign Co	019597	Signs for Parks-Hours	12/21/2020	(274.00)
Dorlac Sign Co	019634	Signs for Street Department	12/29/2020	(559.00)
<b>Total Dorlac Sign Co</b>				<b>(833.00)</b>
Thurman Shinn & CO	019559	November Accounting Services	12/8/2020	(1,285.00)

City of Pevely  
Vendor Activity  
From 12/1/2020 Through 12/30/2020

<b>Total Thurman Shinn &amp; CO</b>					<b>(1,285.00)</b>
J. Higgins Plumbing & Septic	019638	Pumped down Hunters Glen Clarifier for cleaning & repair	12/29/2020		(625.00)
<b>Total J. Higgins Plumbing &amp; Septic</b>					<b>(625.00)</b>
Windstream Communications	019608	Windstream Monthly Payment	12/21/2020		(1,589.67)
<b>Total Windstream Communications</b>					<b>(1,589.67)</b>
Walmart Community/RFCSELLC	019660	November Walmart CC Payment	12/29/2020		(9.90)
<b>Total Walmart Community/RFCSELLC</b>					<b>(9.90)</b>
Waste Management	019521	December Trash Payment	12/1/2020		(29,826.20)
<b>Total Waste Management</b>					<b>(29,826.20)</b>
Wil-Mix Concrete	019522	Concrete for Slab on Pinson	12/1/2020		(860.00)
Wil-Mix Concrete	019607	Concrete for Street Repair on Pinson	12/21/2020		(1,243.00)
Wil-Mix Concrete	019607	Concrete for Pinson Project	12/21/2020		(1,221.00)
Wil-Mix Concrete	019661	Concrete for Pinson	12/29/2020		(904.00)
<b>Total Wil-Mix Concrete</b>					<b>(4,228.00)</b>
Kyle Bates	019642	Kyle Bates Uniform Reimbursement	12/29/2020		(39.73)
<b>Total Kyle Bates</b>					<b>(39.73)</b>
MISSOURI DEPT OF REVENUE-TAXATION DIVISION	019581	November Water Dept. Taxes	12/15/2020		(4,081.01)
<b>Total MISSOURI DEPT OF REVENUE-TAXATION DIVISION</b>					<b>(4,081.01)</b>
ZOBRI0	019563	AVG Cloud Antivirus Yearly Payment	12/8/2020		(331.50)
ZOBRI0	019563	MIP December Payment	12/8/2020		(3,291.00)
ZOBRI0	019593	PD Microsoft OLP Gov. Sub Office Yearly Payment	12/15/2020		(2,232.00)
ZOBRI0	019593	PD Barracuda Monthly Payment	12/15/2020		(2,100.00)
ZOBRI0	019593	Annual Monitoring & Remote Advisory Payment	12/15/2020		(795.96)
<b>Total ZOBRI0</b>					<b>(8,750.46)</b>
PEVELY POSTMASTER	019585	Water Dept. Postal Renewal Payment	12/15/2020		(235.00)
<b>Total PEVELY POSTMASTER</b>					<b>(235.00)</b>
KB INDUSTRIAL SUPPLY LLC	019543	Paper Towels for Sewer Dept.	12/8/2020		(53.52)



City of Pevely  
Vendor Activity  
From 12/1/2020 Through 12/30/2020

KB INDUSTRIAL SUPPLY LLC	019576	Meter Wrench	12/15/2020	(39.97)
<b>Total KB INDUSTRIAL SUPPLY LLC</b>				<b>(93.49)</b>
McCain's I-55 Auto Center	019550	Code Enforcement Truck Drivers Side Mirror Repair	12/8/2020	(45.00)
McCain's I-55 Auto Center	019550	Unit 802 Oil, Brakes & Rotors	12/8/2020	(446.17)
McCain's I-55 Auto Center	019550	Unit 790 Tire Repair	12/8/2020	(12.00)
McCain's I-55 Auto Center	019550	Code Enforcement Headlight Replacement	12/8/2020	(45.00)
McCain's I-55 Auto Center	019550	Unit 775 Alignment & Upper Control Arms	12/8/2020	(664.43)
McCain's I-55 Auto Center	019550	Unit 790 Tire Repair	12/8/2020	(12.00)
McCain's I-55 Auto Center	019550	Unit 802 Lights and Tires	12/8/2020	(61.45)
McCain's I-55 Auto Center	019550	Unit 798 Oil and Tires	12/8/2020	(125.82)
McCain's I-55 Auto Center	019550	Unit 779 Tire Replacement	12/8/2020	(60.00)
McCain's I-55 Auto Center	019550	Unit 797 Oil change, Tires & Check	12/8/2020	(125.82)
McCain's I-55 Auto Center	019550	Unit 783 Oil Change & Tire Monitor System Light	12/8/2020	(149.05)
McCain's I-55 Auto Center	019550	Code Truck Complete Service	12/8/2020	(324.18)
McCain's I-55 Auto Center	019550	Unit 797 Vehicle Check	12/8/2020	(402.23)
McCain's I-55 Auto Center	019550	Unit 777 Oil and Sensor	12/8/2020	(185.16)
McCain's I-55 Auto Center	019550	Code Truck Oil and Sensor Replacement	12/8/2020	(290.11)
McCain's I-55 Auto Center	019550	Unit 781 New Tires & Control Arms	12/8/2020	(1,285.79)
McCain's I-55 Auto Center	019550	Unit 780 Front End & Pass Side Door Repair	12/8/2020	(2,514.25)
McCain's I-55 Auto Center	019550	Unit 779 Oil Change & Auto Service	12/8/2020	(41.30)
McCain's I-55 Auto Center	019580	ST04 Shift Lever Tightning	12/15/2020	(30.00)
<b>Total McCain's I-55 Auto Center</b>				<b>(6,819.76)</b>
MIDWEST TREE SERVICE	019513	Part of Water Main Replacement Project	12/1/2020	(2,400.00)
<b>Total MIDWEST TREE SERVICE</b>				<b>(2,400.00)</b>
Precision Graphics & Signs	019653	Window Tint for City Hall	12/29/2020	(3,327.66)
<b>Total Precision Graphics &amp; Signs</b>				<b>(3,327.66)</b>
FRED WEBER, INC	019573	Asphalt for Street Repair	12/15/2020	(346.95)
<b>Total FRED WEBER, INC</b>				<b>(346.95)</b>
MERCY CORPORATE HEALTH	019551	PD Drug Testing	12/8/2020	(86.00)

			City of Pevely Vendor Activity From 12/1/2020 Through 12/30/2020		
<b>Total MERCY CORPORATE HEALTH</b>					<b>(86.00)</b>
PAT LEONARD EQUIPMENT SERVICE, LLC					(310.95)
<b>Total PAT LEONARD EQUIPMENT SERVICE, LLC</b>				12/29/2020	<b>(310.95)</b>
SHRED-IT USA					(92.62)
SHRED-IT USA			PD Shredding	12/15/2020	(66.66)
<b>Total SHRED-IT USA</b>			City Hall Shredding	12/15/2020	<b>(159.28)</b>
JOE ST. CLAIR					(19.99)
<b>Total JOE ST. CLAIR</b>			Prisoner Meal Reimbursement for Joe St. Clair	12/1/2020	<b>(19.99)</b>
VISU-SEWER OF MISSOURI, LLC					(23,730.80)
VISU-SEWER OF MISSOURI, LLC			cured in place manhole rehab liners and payroll records	12/1/2020	(37,772.60)
<b>Total VISU-SEWER OF MISSOURI, LLC</b>			Second Payment for 2020 Manhole Lining	12/8/2020	<b>(61,503.40)</b>
LVG/LOW VOLTAGE GROUP					(630.33)
LVG/LOW VOLTAGE GROUP			City Hall Cameras	12/15/2020	(2,141.17)
<b>Total LVG/LOW VOLTAGE GROUP</b>			Dispatch Cameras	12/21/2020	<b>(2,771.50)</b>
Duggan Law Firm LLC					(2,000.00)
<b>Total Duggan Law Firm LLC</b>			December Prosecuting Attorney Payment	12/8/2020	<b>(2,000.00)</b>
Luby Equipment Services					(233.50)
<b>Total Luby Equipment Services</b>			City Hall Generator Repair	12/8/2020	<b>(233.50)</b>
Aschinger Electric Company					(1,675.00)
Aschinger Electric Company			Knock Down @ 61/67 & Main Street	12/29/2020	(476.00)
<b>Total Aschinger Electric Company</b>			Repair Rec. for Christmas Lights	12/29/2020	<b>(2,151.00)</b>
Nicholas Sargent					(69.53)
Nicholas Sargent			Nicholas Sargent Uniform Reimbursement	12/8/2020	(40.25)
Nicholas Sargent			Nicholas Sargent Uniform Reimbursement	12/21/2020	(18.78)
<b>Total Nicholas Sargent</b>			Nicholas Sargent Uniform Reimbursement	12/29/2020	<b>(128.56)</b>
Creative Product Source, INC					(418.79)
<b>Total Creative Product Source, INC</b>			PD Uniform Order	12/29/2020	<b>(418.79)</b>



City of Pevely  
Vendor Activity  
From 12/1/2020 Through 12/30/2020

Ryan & Amber Welty <b>Total Ryan &amp; Amber Welty</b>	019655	Deck Permit Refund	12/29/2020	(50.00) <b>(50.00)</b>
Quadient Finance USA, Inc. <b>Total Quadient Finance USA, Inc.</b>	019588	PD NOV. Postage Payment	12/15/2020	(30.00) <b>(30.00)</b>
Complete Roofing Company, Inc. <b>Total Complete Roofing Company, Inc.</b>	019506	City Hall Roof Repairs	12/1/2020	(14,848.00) <b>(14,848.00)</b>
Robert K. Sweeney, L.L.C. <b>Total Robert K. Sweeney, L.L.C.</b>	019589	November Attorney Payment	12/15/2020	(8,347.50) <b>(8,347.50)</b>
Magic Garage Doors Magic Garage Doors <b>Total Magic Garage Doors</b>	019645 019645	Street Dept. Garage Door Repair Street Dept. Garage Door Repair	12/29/2020 12/29/2020	(334.00) (525.00) <b>(859.00)</b>
Kyle Thompson <b>Total Kyle Thompson</b>	019544	Kyle Thompson Deck Permit Refund	12/8/2020	(50.00) <b>(50.00)</b>
Robert Hodge <b>Total Robert Hodge</b>	019556	Robert Hodge Fence Permit Refund	12/8/2020	(50.00) <b>(50.00)</b>
Tom Broderick <b>Total Tom Broderick</b>	019560	Tom Broderick Electrical Permit Refund	12/8/2020	(40.00) <b>(40.00)</b>
T. Drury Contracting, Inc. <b>Total T. Drury Contracting, Inc.</b>	019591	Riverview Drive Roadway Improvements	12/15/2020	(261,279.90) <b>(261,279.90)</b>
Imperial Metal Company Inc <b>Total Imperial Metal Company Inc</b>	019598	Aluminum Hand Railing @ Main Waste Water Treatment Facility	12/21/2020	(81,000.00) <b>(81,000.00)</b>
Doug Schinzing <b>Total Doug Schinzing</b>	019635	Electric Permit Refund	12/29/2020	(40.00) <b>(40.00)</b>
Kathy Shelley <b>Total Kathy Shelley</b>	019640	Deck Permit Refund	12/29/2020	(50.00) <b>(50.00)</b>
Kings Rehabbing <b>Total Kings Rehabbing</b>	019641	Concrete Permit Refund	12/29/2020	(70.00) <b>(70.00)</b>

City of Pevely  
Vendor Activity  
From 12/1/2020 Through 12/30/2020

Robert McNabb	019654	Driveway Permit Refund	12/29/2020	(70.00)
<b>Total Robert McNabb</b>				<b>(70.00)</b>
Southwestern Electric Co	019657	Electric Permit Refund	12/29/2020	(80.00)
<b>Total Southwestern Electric Co</b>				<b>(80.00)</b>
Zeller Technologies, Inc	019662	Service Call & Replace drive unit for booster pump @ Alta Dr	12/29/2020	(2,511.75)
<b>Total Zeller Technologies, Inc</b>				<b>(2,511.75)</b>
		<b>Total</b>		<b>(844,511.18)</b>



**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A  
SOLID WASTE SERVICES AGREEMENT WITH WASTE MANAGEMENT OF  
MISSOURI, INC. FOR RESIDENTIAL SOLID WASTE AND RECYCLING  
COLLECTION AND DISPOSAL**

WHEREAS, the City of Pevely desires to continue providing its citizens with environmentally friendly, safe, and reasonable collection and disposal of solid waste and recyclables; and



WHEREAS, the City of Pevely has provided its citizens with collection and disposal of solid waste and recyclables via contract with a private hauler since at least February 2017; and

WHEREAS, the City of Pevely published a Request for Proposals for residential solid waste and recycling collection and disposal on October 29, 2020 and submissions were due by 2:00 pm on Friday, November 20, 2020; and

WHEREAS, the Mayor, Board of Aldermen, and City staff have reviewed, analyzed, and discussed the submissions during several public meetings; and

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interest of the City of Pevely to enter into the Solid Waste Services Agreement with Waste Management of Missouri, Inc.

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

1. The Mayor is hereby authorized and directed on behalf of the City to enter into and execute a Solid Waste Services Agreement with Waste Management of Missouri, Inc. for residential solid waste and recycling collection and disposal.
2. The Solid Waste Services Agreement shall be substantially the same in form and content as described on Exhibit A, attached hereto and made a part hereof.
3. The Mayor and the officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Solid Waste Services Agreement.

Read once and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Presiding Officer of the Board of Aldermen

\_\_\_\_\_  
Stephanie M. Haas  
Mayor of Pevely, MO



ATTEST:

\_\_\_\_\_  
Ashton Lowery  
City Clerk of Pevely, MO

**To Read Resolution #2021/91  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Resolution #2021/91:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_



## SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this 1st day of February, 2021 (the "Effective Date") by and between WASTE MANAGEMENT OF MISSOURI, INC., a corporation organized and existing under the laws of the State of Missouri (hereafter "Company"), and The City of Pevely, a municipal corporation created under the laws of the State of Missouri (hereafter "City") (Company and City each a "Party" and collectively the "Parties").

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

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

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

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

### **1. DEFINITIONS**

a. **"Applicable Law"** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. **"Bin"** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.

c. **"Bulky Waste"** means large household items that do not properly fit in the Customer's Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs



properly prepared (cut and bundled), mattresses, appliances, bagged clothing, and tires without rims. Bulky Waste excludes any Unacceptable Waste.

d. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately twenty (20), thirty-two (32), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

e. **“Collection Service(s)”** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

f. **“Construction and Demolition Debris” or “C&D Debris”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

g. **“Customer”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

h. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

i. **“Food Waste”** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

j. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organics Waste Cart utilized by the Customer. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, Christmas trees, and other forms of vegetative waste.



k. **“Multi-Family Complex”** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).

l. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.

m. **“Organic Waste”** means Food Waste and Green Waste. Organic Waste does not include items defined herein as Unacceptable Waste.

n. **“Overage”** is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container’s intended capacity such that the lid is lifted by at least [---] inches (or would be lifted by at least [---] inches if there was a lid), or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container.

o. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

p. **“Process” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

q. **“Rates”** means the fees to be charged by Company to Customers, and paid by Customers to Company, for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.

r. **“Recyclables”** means the materials described as such in Exhibit B.

s. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 3(c)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

t. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex.

u. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.



v. **“Service Area”** means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Contractor is able to provide collection services in such additional area and except to the extent providing such services may be otherwise prohibited by law.

w. **“Single-Family Premises”** means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

x. **“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.

y. **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM.** The base Term of this Agreement shall be for THREE (3) years commencing on February 1<sup>st</sup>, 2021 (the “Commencement Date”), and expiring January 31<sup>st</sup>, 2024. There shall be TWO (2) automation extensions of ONE (1) year each, unless either Party gives the other at least ninety (90) days’ advanced written notice of the intention to terminate the Agreement at the end of the then-current term.

### 3. **COLLECTION SERVICES.**

a. **Exclusive Right; Exceptions; Enforcement.** The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Organic Waste and





Bulky Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(a)(i) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single Family premises shall not be permitted to share Collection Services under a single account.

i. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

ii. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

b. Containers.

i. At no cost, Company shall provide each Single-Family Premises with one 96-gallon Cart for Refuse and one 64-gallon Cart for Recyclables. Additional Carts will be available for a fee as set forth in Exhibit A. Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse, Recyclables, and Organic Waste generated by Dwelling Units therein, as determined by Company and the Customer. Company will own all Containers provided to Customers hereunder, unless purchased by Customer, and Customer shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace, at no charge to the Customer, any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in the possession of a Customer is



lost, stolen, damaged, or destroyed through no fault of Company, the Customer shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Customers will be responsible for maintaining the cleanliness of Containers, although Customers may request a Container exchange for the fee set forth in Exhibit A.

c. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m.

ii. Recyclables shall be collected from the curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m.

iii. Organic Waste shall be collected from the curbside one time (1x) per month from participating Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. Organic waste shall be an optional service for participating households for the fee set forth in Exhibit A.

d. Contamination; Overage; Overweight.

i. Contamination. Company is not obligated to collect Containers which are contaminated. For purposes of this Agreement, a Container is contaminated when, based on visual or digital inspection, (i) a Recyclables Container has more than 10% non-Recyclables (volume or weight) or any amount of Unacceptable Waste, or (ii) an Organic Waste Container has more than 3% non-Organic Waste (volume or weight) or any amount of Unacceptable Waste.

1. If Company elects to not collect a contaminated Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other means of communication.

2. If Company elects to collect a contaminated Container, it may charge the Customer a Contamination Fee set forth in Exhibit A; provided, however, Company must have photographic evidence of the contamination (which will be provided to the Customer upon request). The Contamination Fee may be included on the Customer's regular invoice or billed separately. Company may dispose of the contents of a contaminated Container it elects to collect.

3. If there have been more than three instances of a contaminated Container in any 12-month period for a particular service (i.e., Recyclables or Organic Waste), and



Company has photographic evidence of each instance, Company may (i) discontinue such service and remove the Container, (ii) deliver additional or larger Refuse Container(s), and (iii) charge the Customer the applicable Rate for the additional or larger Refuse Container(s) described in Exhibit A. After one year, the Customer may petition Company to reinstate such service, in which case they must pay any activation and Cart or Bin redelivery fees set forth in Exhibit A.

ii. Overage. Company is not obligated to collect Overage, unless caused by Company spillage of non-overloaded Containers during collection.

1. If Company elects to collect Overage, it may charge the Customer the Overage Rate set forth in Exhibit A; provided, however, Company must have photographic evidence of the Overage (which will be provided to the Customer upon request).

2. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), and Company has photographic evidence of each instance, Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

iii. Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Customer regarding each instance of non-collection.

e. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

f. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. Any services that fall the day after the holiday shall be delayed by one day for the remainder of the holiday week.



g. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

h. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

i. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

j. Missed Pick-Ups and Complaints. All Refuse, Recyclables and Organic Waste Containers must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week day, conditions permitting.

#### **4. CUSTOMER BILLING; SERVICE RATES.**

a. Customer Billing. WM shall submit monthly invoices to the City and the City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit.

b. Service Rate Schedule. Company shall provide the Collection Services described in Exhibit A for the Rates set forth therein, as the same may be adjusted in accordance with this Section 4.

c. Extraordinary Adjustments. In addition to the Annual CPI Adjustment provided by Section 4(c), the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

- i. Uncontrollable Circumstance (see Section 9);
- ii. Change in Applicable Law that is effective after the Effective Date of this Agreement;
- iii. Increase in costs to dispose of or Process Solid Waste;



- iv. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services; or
- v. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs.

If Company requests a Rate adjustment pursuant to this Section 4(e), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request.

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

## **6. DEFAULT AND TERMINATION**

Except as otherwise provided in Section 9 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.



**7. INDEPENDENT CONTRACTOR**

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

**8. SUBCONTRACTORS**

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

**9. FORCE MAJEURE**

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing temperatures of 15 degrees Fahrenheit or lower, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

**10. INDEMNIFICATION**



a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

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

## 11. INSURANCE

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

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

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement





of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

**12. MISCELLANEOUS PROVISIONS**

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Missouri, Inc.  
7320 Hall Street, St Louis, MO 63147  
Attn: Paul Bickford

If to City: The City of Pevely, Missouri \_\_\_\_\_  
401 Main Street, Pevely, MO 63070  
Attn: City Administrator

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

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

[Signatures on following page]



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

**WASTE MANAGEMENT OF MISSOURI, INC.**

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

Name: Kent Harrell

Title: Area Director of Public Sector Solutions

**THE CITY OF PEVELY, MISSOURI**

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

Name: Stephanie Haas

Title: Mayor

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

Name: Nathan Schauf

Title: City Administrator



**EXHIBIT A**  
**COMPANY RATES**

[INSERT SCHEDULE OF RATES FOR ROUTINE COLLECTION SERVICES]

DRAFT



## EXHIBIT B

### RECYCLABLES SPECIFICATIONS

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

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

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

\* These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to City if there is no commercially viable market.

#### **ADDITIONAL SPECIFICATIONS:**

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials. Carts or Bins with more than 10% Non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or



regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Contractor reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value.





## Sunshine Request Audit Tracking:

### I. Acceptance:

Date of Request	Inquiring Party	Documents Requesting
12/21/2020	ILDA Kennon	2020 Budget Amend. financial papers 2021 budget financial papers

Accepted By: Ashton Lowery Date: 12/21/2020 Time: 10:31 AM

### II. Acknowledgement: (By Pevely City Official)

Section 610.023.3, RSMo, requires that each request be responded to as soon as possible, but no later than the end of the third business day following the custodian of records' receipt of the request. If access is not granted immediately, the custodian of records is required to explain the reason for the delay and the earliest date and time that the records will be available. Therefore, public governmental bodies are allowed to exceed the three days for production, but they are required to notify you of the delay and explain when they anticipate the records will be ready.



☐ On Hold: Reason for Delay

- ☐ Request is Pending based upon Section 610.100 – 610.120 of RSMo.
  - ☐ Juvenile records, safety of a victim or witness, under criminal investigation, etc.
- ☐ Other (Explain): \_\_\_\_\_

Replied By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

#### Check At Least One:

- ☐ Telephone (Spoke To: \_\_\_\_\_). ☐ (Left Voicemail)
- ☐ Email
- ☐ Postal Mail
- ☐ Other (Explain): \_\_\_\_\_

### III. Action Taken:

#### Check At Least One:

- ☒ Completed: Artifacts Ready For Pick Up
- ☐ Completed: Artifacts Mailed
- ☐ Completed: Other (Explain): \_\_\_\_\_

Date Information Received: 12 / 21 /20 20

### IV. Accounting and Accountability

City Official	Hours	Cost	Payment Type
<u>Ashton Lowery</u>	<u>—</u>	<u>\$1.90</u>	<u>Cash</u>

\*Valid forms of payment may be: Cash, check, Credit/ATM Card, or Money Order.

**Sunshine Request Audit Tracking:**

**I. Acceptance:**

Date of Request	Inquiring Party	Documents Requesting
12/22/2020	Paula Spatafora	BOA packet for 12/21/2020 BOA meeting and additional explanation budget memo handouts from 12/21/2020 BOA meeting

Accepted By: Ashton Lowery Date: 12/22/2020 Time: 1:38pm

**II. Acknowledgement: (By Pevely City Official)**

*Section 610.023.3, RSMo, requires that each request be responded to as soon as possible, but **no later than the end of the third business day** following the custodian of records' receipt of the request. If access is not granted immediately, the custodian of records is required to explain the reason for the delay and the earliest date and time that the records will be available. Therefore, public governmental bodies are allowed to exceed the three days for production, but they are required to notify you of the delay and explain when they anticipate the records will be ready.*

☐ On Hold: Reason for Delay

- ☐ Request is Pending based upon Section 610.100 – 610.120 of RSMo.
  - ☐ Juvenile records, safety of a victim or witness, under criminal investigation, etc.
- ☐ Other (Explain): \_\_\_\_\_



Replied By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Check At Least One:**

- ☐ Telephone (Spoke To: \_\_\_\_\_). ☐ (Left Voicemail)
- ☐ Email
- ☐ Postal Mail
- ☐ Other (Explain): \_\_\_\_\_

**III. Action Taken:**

**Check At Least One:**

- ☒ Completed: Artifacts Ready For Pick Up
- ☐ Completed: Artifacts Mailed
- ☐ Completed: Other (Explain): \_\_\_\_\_

Date Information Received: 12 / 22 / 20 20

**IV. Accounting and Accountability**

City Official	Hours	Cost	Payment Type
Ashton Lowery	—	\$5.60	Cash

\*Valid forms of payment may be: Cash, check, Credit/ATM Card, or Money Order.



# January 2021



Sun	Mon	Tue	Wed	Thu	Fri	Sat
		Dec 29 Agenda Items to Ashton by 4 PM			1 City Hall Closed	2
3	4 BOA 7:00 PM	5	6	7 Court	8	9
10	11	12	13	14	15	16
17	18 City Hall Closed	19	20	21 Court	22	23
24	25	26 Agenda Items to Ashton by 4 PM	27	28	29	30
31						

# February 2021



Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 BOA Meeting 7:00 PM	2 P&Z 6:00 PM	3	4 Court	5	6
7	8	9	10	11	12	13
14	15	16	17	18 Court	19	20
21	22	23 Agenda items to Ashton by 4:00 PM	24	25	26	27
28						

# March 2021

**copy**  
**Sat**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<b>1</b> BOA 7PM	<b>2</b> P&Z 6PM	<b>3</b>	<b>4</b> Court	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b> Court	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b> Agenda Items to Ashton by 4PM	<b>31</b>			