

**CITY OF VALLEY PARK, BOARD OF  
ALDERMEN MEETING  
AT 7:00 P.M. ON JANUARY 21, 2020  
VALLEY PARK CITY HALL, 320 BENTON  
STREET, VALLEY PARK, MISSOURI 63088**

**\*\*\*\* AGENDA\*\*\*\***

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS**
- 4. APPROVAL OF MINUTES**
  - a. 12-12-2019 Legislative Committee Meeting Minutes
  - b. 01-06-2020 Board of Aldermen Regular Session Meeting Minutes
- 5. NEW BUSINESS**
  - a. Introduction of Lt. Gomez
  - b. Ratification of a Poll of the Board
  - c. Bill 2230 – Establishing Landlord Registration
  - d. Resolution 1-21-2020 – Summertree Sanitation Contract
- 6. DECEMBER BILLS**
- 7. REPORTS**
  - a. Mayor Report – Mayor Webster
  - b. City Attorney Report – Tim Engelmeyer
    - i. Update on Lake Hill
    - ii. Update on Freeboard Issues
  - c. City Clerk Report – Dusty Hosna
  - d. Public Works Report – Gerald Martin
  - e. Community Development Report – Gil DeNormandie
  - f. Police Report – Lt. Francis Gomez
- 8. ADJOURNMENT**

**\*\*\*\*EXECUTIVE SESSION\*\*\*\***

The tentative agenda of this meeting also includes a vote to close part of this meeting pursuant to section 610.021 (1)(2)(3) of the revised statutes of Missouri for discussion of legal actions, leasing, purchase or sale of real estate and personnel

Note: A copy of this notice is also available online at [www.valleyparkmo.org](http://www.valleyparkmo.org). If you require a copy of the notice, please contact the City Clerk at 636-225-5171 or by email at [dhosna@valleyparkmo.org](mailto:dhosna@valleyparkmo.org)

Posted on 01-17-2020 at 1:05pm by [Signature]

VALLEY PARK LEGISLATIVE COMMITTEE  
320 Benton Street – Valley Park, MO 63088  
Thursday December 12, 2019

**CALL TO ORDER:** Meeting called to order at 7pm by Chairman Betty Halker

**ATTENDANCE:** Chairman Betty Halker  
Alderman Jon Young  
Alderman Dave Rose  
Alderman Mike White

**NON MEMBERS IN ATTENDANCE:**

Chandra Webster, Mayor  
Tim Engelmeyer, City Attorney  
Alderswoman Stephanie Reynolds  
Alderman Randy Bowen  
Alderman Ed Walker

Pledge of allegiance led by Chairman Betty Halker

3a: Approval of Minutes from 11/14/19 meeting.

Motion to approve minutes of 11/14/9 meeting made by Jon Young. 2<sup>nd</sup> by Mike White. Motion passed.

3b: Discussion of registration of out-of-town landlords

City attorney Englemeyer discussed the use of Pro-Champs Company to assist in gathering information on out-of-town landlords. Mike White made motion to draft a rental property ordinance requiring absentee property owners to register with management company within 50 mile radius of city limits, provide contact information and provide insurance coverage. This ordinance would apply to structures and vacant lots. 2<sup>nd</sup> by Jon Young. Motion passed.

3c & d: Open forum for residents to discuss concerns/revisions/updates of existing ordinances & Discussion of possible updating of existing ordinances.

Sue Lakebrink-Nemish requested updating and clarifying of ordinance concerning stop work orders while appeal to Board of Adjustment is in effect.

City attorney Engelmeyer stated the city should review the ordinances every 5 to 7 years In order to comply with any new state laws. He estimated the cost to be between \$5,000 to \$7,000. He will get a more accurate estimate for next meeting.

3e: Discussion of establishment of "safe zone" at city hall for use by individuals to drop off/pick up dependents in cases of divorce, separation or other needs

City attorney suggested establishing a "safe zone" at city hall to be used in cases of domestic disputes and/or child custody issues in the area of the police station. Alderman Ed Walker suggested needing additional lighting as well as additional cameras for safety as well as possibly setting up "safe zone" at the Vance Road police location. Mike White made motion to request City Clerk Hosna to get pricing and placement location information of additional lighting and security. 2<sup>nd</sup> by Jon Young. Motion passed.

Jon Young made motion to adjourn. 2<sup>nd</sup> by Mike White. Motion passed..

Meeting adjourned at 7:30

Next meeting scheduled for January 9, 2020 at 7:pm.

Respectfully submitted.

Betty Halker  
Chairman



Alderman Walker made a motion to approve Bill 2229, seconded by Alderwoman Reynolds. After a roll call vote the **Motion carried** with 8 ayes. **Bill 2229 then became Ordinance No. 2045.**

#### **Ratification of the Poll of the Board**

Discussion was held on the following polling of the boards. City Clerk Dusty Hosna explained that the polls were done due to a cancelled Board of Aldermen Meeting and the urgency of the requested approvals. An updated list of the votes was provided as follows:

Boundary Commission Decision – November 13<sup>th</sup> 2019

**Are you in favor of appealing the courts October 2019 ruling in favor of the Boundary Commission?**

**Aye:** None

**Nay:** Reynolds, Halker, Walker, White, Rauls, Rose, Young, Bowen

Approval of November 2019 bills – December 16, 2019

**Do you approve staff to pay the November 2019 bills as presented in the December 16, 2019 Board of Aldermen Meeting Packet?**

**Aye:** Halker, Walker, White, Rauls, Rose, Young, Bowen

**Nay:** None

Board of Adjustment Appointment – December 16<sup>th</sup>, 2019

**Do you approve the appointment of Chuck Puditwir to the Board of Adjustment?**

**Aye:** Halker, Walker, White, Rauls, Young Bowen

**Nay:** None

Board of Adjustment Appointment – December 17, 2019

**Do you approve the appointment of Alex Gioia to the Board of Adjustment?**

**Aye:** Halker, Walker, Rauls, Rose, Young, Bowen

**Nay:** None

A motion was made by Aldermen White, seconded by Alderman Walker, to ratify the poll of the boards. After a roll call vote the **Motion Carried** with 8 ayes.

#### **Discussion of Sanitation Services at Summertree Village**

Public Works Director Gerald Martin explained that Summertree Village was interested in contracting with the City for sanitation services to be provided. Discussion was held.

Alderman Walker made a motion, seconded by Alderman White, to request the Public Works Committee assemble a fee schedule for services that would be provided to Summertree Village. **Motion carried** with 8 ayes.

#### **Proclamation 1-6-20**

A proclamation from Mayor Webster was read by City Clerk Dusty Hosna. The proclamation thanked Girl Scout Troop 3903 for their participation on the Senior Citizen Holiday Luncheon.

A motion was made by Alderwoman Halker, seconded by Alderman Walker, to approve Proclamation 1-6-20. **Motion carried** with 8 ayes.

#### **Discussion of the Transfer of Properties between Kenny Wilkes and the City**

Discussion was held on an ongoing potential transfer of properties to Kenny Wilkes. It was discussed that Kenny Wilkes incurred the potential cost of the transfer and that the transfer was in the best interest of the City and Kenny Wilkes.

A motion was made by Alderman White, seconded by Alderwoman Reynolds, to approve a quick deed of property from the City to Kenny Wilkes. **Motion Carried** with 8 ayes.

#### **FINANCIAL STATEMENTS**

City Clerk Dusty Hosna presented the Board of Aldermen with current financial statements.

## REPORTS

Mayor Webster gave a brief report.

City Attorney Engelmeyer gave a brief report and an update on the Simpson boundary adjustment.

City Clerk Dusty Hosna gave a brief report.

Public Works Director Gerald Martin gave a brief report. Martin mentioned a proposed closure of St. Louis Avenue at 10<sup>th</sup> Street for a fiber optic transfer.

A motion was made by Alderwoman Halker, seconded by Alderman Rose, to deny the closure of St. Louis Avenue at 10<sup>th</sup> Street during repairs. **Motion carried** with 8 ayes.

Parks Director Gil DeNormandie gave a brief report and presented a list of monthly inspections to the Board of Aldermen.

Lt. David Price Gave a brief report.

## ADJOURNMENT

Alderwomen Halker made a motion to adjourn regular session and enter executive session at 7:50pm and was seconded by Alderman White. After a roll call vote the **Motion carried** with 8 ayes.

Alderwomen Halker made a motion to enter regular session at 8:50pm and was seconded by Alderman White. **Motion carried** with 8 ayes.

Alderman Bowen made a motion to adjourn regular session at 8:50pm and was seconded by Alderman Rose. **Motion carried** with 8 ayes.

Dusty Hosna, City Clerk

# Memo

**To:** Board of Aldermen  
**From:** Dusty Hosna  
**cc:**  
**Date:** January 21, 2020  
**Re:** Poll of the Board – Demolition Bids

---

On January 11, 2020 the Board of Aldermen following poll of the board was conducted:

Community Development Director Gil DeNormandie has obtained three bids for the demolition of 431 Benton. I have included his memo and the three bids. The bids are as follows:

1. Marchel Wrecking ----- \$ 24,202.00
2. KDZ Demolition ----- \$ 21,788.92
3. Knockout Demolition ----\$ 18,200.00

Mr. DeNormandie is recommending the bid from Knockout Demolition be accepted by the Board of Aldermen.

**Do you accept the bid of \$18,200.00 from Knockout Demolition for the demolition of 431 Benton as recommended by staff?**

**Ayes:** White, Rose, Young, Rauls

**Nays:** None

BILL NO. 2230

ORDINANCE NO. 2046

\*\*\*\*\*

AN ORDINANCE ESTABLISHING LANDLORD REGISTRATION BY AMENDING  
CHAPTER 500 (BUILDINGS AND BUILDING REGULATIONS) BY ADDING A  
NEW ARTICLE IV TITLED LANDLORD REGISTRATION

\*\*\*\*\*

WHEREAS, certain properties and structures within the city limits have become a problem because of their dilapidated, unsafe and unsightly conditions,

WHEREAS, many of the aforementioned problem properties and/or structures are owned or controlled by absentee landlords/owners,

WHEREAS, these problem properties are and will be a health and safety issue for residents of the city,

WHEREAS, the city's Code enforcement officer cannot adequately perform the essential functions of his/her job without knowing the name, address and phone number of the landlord/owner when conditions exist that violate city ordinance(s),

BE IT ENACTED BY THE COUNCIL OF THE CITY OF VALLEY PARK,  
MISSOURI, AS FOLLOWS:

**Section 1.** The City Code, Chapter 500, is hereby amended by adding one new article to read as follows:

**Article IV, Landlord Registration**

**Section 500.150 Definitions. As used in this Article, the following terms shall have the meanings:**

**(a) "landlord" any person, partnership, or corporation who, singularly or in conjunction with others, rents or leases, or continues to rent or lease, any residential real property or offers residential property for rent or lease.**

**(b) "unit" means a self-contained residential home or apartment (or functionally similar structure) whether or not attached to or incorporated into any other structure.**



\_\_\_\_\_  
Mayor Chandra Webster

To approve Bill # 2230

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

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

	Aye	Nay		Aye	Nay
Reynolds	___	___	Rauls	___	___
Halker	___	___	Rose	___	___
Walker	___	___	Young	___	___
White	___	___	Bowen	___	___

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

ATTEST:

Dusty Hosna  
City Clerk

**Section 500.160 Registration Required. No person shall rent, lease or offer to rent or lease, any residential rental property located within the City of Valley Park, unless prior to doing so that person has registered as a Landlord. In the event any Landlord acquires additional residential rental property, or any person becomes the owner of residential rental property, they shall register the additional property within thirty (30) days of acquiring title. Any person required to register as a landlord shall only be required to do so once, but shall file a new registration in the event that any information in the original registration has changed or if any properties are added or transferred.**

**Section 500.170 Registration Process:**

- (a) There shall be no fee for the landlord to register;**
- (b) The Landlord shall fill out a registration form prepared by the City which indicates :**
  - i. All of the residential rental property owned by property address;**
  - ii. The number of units at each property address;**
  - iii. The name, address, telephone number and email address of the owner(s);**
  - iv. The name, address, telephone number, and email address of the property manager, if any;**
  - v. The name, address, telephone number, and email address (if the landlord has an email address) of a person who may be contacted in case of an emergency or if a violation of this code is alleged. Such person must be a resident of the City of Valley Park or reside within twenty (50) miles of the property. Such person may be an owner or the property manager.**

**Section 500.180 Penalty for Failure to Register. Any person who fails to register, or renew a registration within thirty (30) days of being required to do so, for one or more properties, shall be guilty of an ordinance violation and shall be fined not less than \$25.00 per day. Each subsequent day shall be considered a separate violation. Prior to charging any person with violating this section, the City Prosecutor or his designee shall notify the accused of the violation and give the accused ten (10) days to register, if the accused shall register within the said ten (10) days then this shall be a complete defense to the charge.**

**Section 2.** This Ordinance shall become effective from and after its passage and approval by the Mayor.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**RESOLUTION NO. 01-21-2020**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT AGREEMENT BETWEEN SUMMERTREE VILLAGE**

**WHEREAS**, a services contract agreement is made and entered into by and between Summertree Village Condos at 1408 Summertree Springs Avenue and the City of Valley Park, Missouri at 320 Benton Street, Valley Park, Missouri, 63088; and

**WHEREAS**, the Board of Aldermen hereby determines that it is in the best interest of the City to execute a services agreement with Summertree Village Condos for sanitation services; and

**WHEREAS**, the City of Valley Park and Summertree Village Condos have negotiated a Services Agreement, a copy of which is attached hereto as Exhibit A.

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

**Section 1.** The Mayor is hereby authorized to execute the Agreement attached hereto as Exhibit A, along with any other documents necessary for the City to enter into said agreement.

**Section 2.** This resolution shall become effective after its passage and upon approval of the Mayor.

**PASSED** by the Board of Aldermen of the City of Valley Park, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chandra L. Webster, Mayor

ATTEST:

\_\_\_\_\_  
Dusty Hosna, City Clerk

**SERVICE AGREEMENT FOR NON-HAZARDOUS  
WASTE REMOVAL SERVICES**

Party information:

	<u>SERVICE LOCATION</u>	<u>BILLING INFORMATION</u>
Customer:	Summertree Village Condos 1408 Summertree Springs Ave. Valley Park, MO 63088 Contact: Linn O'Neal <a href="mailto:linn@cpmgateway.com">linn@cpmgateway.com</a>	Summertree Village Condos 242 Old Sulphur Springs Manchester, MO 63021 Linn O'Neal <a href="mailto:linn@cpmgateway.com">linn@cpmgateway.com</a>

City/Provider: City of Valley Park, Missouri  
Dept. of Public Works  
320 Benton Ave.  
Valley Park, MO 63088  
Contact: Gerald Martin  
[gmartin@valleyparkmo.org](mailto:gmartin@valleyparkmo.org)

**SERVICE DESCRIPTION:** City to provide four (4), 2-yard sanitation dumpsters. City to provide sanitation pickup and disposal twice per week + Recycle services.

Monthly Total for base rate services: \$325

**As Needed Services\***

The above listed Charges are for recurring services only. Charges for all additional services will be at current city rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. This Agreement does not provide for a fixed price during the Contract Term unless specifically provided otherwise herein. Customer should expect City to increase Charges as allowed by Section 4(b) and City to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

**Contract Term is for two (2) years from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of two (2) years ('Renewal Term') unless terminated as set forth herein.**

_____	_____	_____	_____
Customer Signature	Printed Name	Title	Date
_____	_____	_____	_____
Customer Signature	Printed Name	Title	Date

**TERMS AND CONDITIONS**

**1. SERVICE GUARANTEE.** We guarantee our Services (as defined in Service Description and below).

**2. SERVICES RENDERED; WASTE MATERIALS.** Customer grants to City the exclusive right, and City through itself and its Affiliates shall furnish equipment and services to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within City's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by City in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) 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, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to City pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by City (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to City upon City's receipt or collection unless otherwise provided in this Agreement or applicable law.

**3. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

**4. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (b) by Customer with thirty (30) days prior written notice to City, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by City, (i) if as a result of Customer's breach of Section 5, City suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from City

to cure such breach; and (d) by City, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, City shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

**5. CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by City to Customer are set forth on the Service Summary. City also reserves the right to charge Customer additional Charges for additional Services provided by City to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance all at such standard prices or rates that City is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

**6. PERMITTED PRICE INCREASES** City reserves the right, and Customer acknowledges that it should expect City to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by City to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by City from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by City to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including City and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for City's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of City's costs.

**CONSENSUAL PRICE INCREASES** Without limiting the foregoing, City also reserves the right to seek, and Customer acknowledges that it should expect City to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to City no later than thirty (30) days after City notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by City hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

**7. INVOICES; PAYMENT TERMS** City shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the City's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by City and subject to such additional costs that City may charge, in its discretion, City shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by City of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to City's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by City and subject to applicable convenience fees and other costs charged by City, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by City is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to City for late payment. If payment is not made when due, City retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, City may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

**8. EQUIPMENT, ACCESS.** All equipment furnished by City shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, City's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. City may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by City, any additional Charges, determined by City in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of City's equipment and vehicles and agrees that City shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

**9. LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event City terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to City's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of City's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to City in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to City resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by City. In addition to and not in limitation of the foregoing, City shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

**10. INDEMNITY.** City agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of City or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by City or an Affiliate, provided that City's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save City and its Affiliates harmless from and against any and all liability which City and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by City. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

**11. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION:** Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and City agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration through United States Arbitration & Mediation located in St. Louis, MO. **CLASS ACTION WAIVER:** Customer and City agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against City, or allow any claim that Customer may have against City to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of City. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) City's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to City by Customer under this Agreement or any prior agreements between the parties, but Customer and City may mutually agree to arbitrate any Excluded Claims.

**12. MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in

performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to City required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to City's address on the first page of the Service Summary, provided that City may provide written notice to Customer of a different address for written notice to City. (f) 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. (g) In the event City successfully enforces its rights against Customer hereunder, Customer shall be required to pay City's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability City, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

**13. RECYCLING SERVICES.** The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper, flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by City from time-to-time. City reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of City's property, its personnel or the public or materially impair the strength or the durability of City's structures or equipment. (iii) City may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay City for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for City's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) City's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by City from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at City's sole discretion. (v) Where City has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. City will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, City shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to City by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by City to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and City for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

**}}END OF TERMS AND CONDITIONS}}**

---

# MEMORANDUM

---

**To:** Valley Park BOA  
**From:** Tim Engelmeyer  
**Date:** 1/17/20  
**Re:** Meeting with US Army Corps of Engineer

We had a meeting with the Corps of Engineer with regard to the freeboard deficiency issue. We were advised on the following:

1. That they have been working diligently to come up with a plan that would allow the city to achieve and maintain a Zone D designation.
2. The Corps is 'moderately confident' that the plan can be implemented that would address the freeboard deficiency as it exists for the flood wall and gates without the need for major construction.
3. The O&M Manual will have to be amended to address the two aforementioned areas. This amendment would be in lieu of any major construction (and accompanying construction costs).
4. The amendment would focus on how the city would address these areas in the event of a flood event and would include a process for sandbagging to a certain minimum level at the wall, as well as the addition on a welded bar at the gates.
5. The draft report should be completed by March of this year and then it will be presented to a Levee Safety Oversight Committee/Group. To get this matter on their agenda, it must be submitted to them at least sixty (60) days prior to their scheduled meeting. So if the report is done in March, it will be May or June before it can be reviewed.
6. Following the review, the O&M Manual is amended and it is provided to FEMA.
7. The Corps has run studies on our request that the freeboard for our levee be allowed to be at the 2 foot level. The data from those studies have shown that the lowering to a 2 foot freeboard level cannot be supported. Thus, the 3 foot still applies.
8. If we wish to make the necessary improvements, changes, additions to bring it up to the A Zone designation, those will have to be addressed in the future because there is not enough time or resources to address that before the maps become final.

## City of Valley Park

### Invoices Selected for Payment - BILL LIST FOR BOARD APPROVAL

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Cash Required</u>
United Health Care	589728420156	26,434.36	26,434.36
VALLEY PARK ELEVATOR	123019 VPE	167.61	167.61
VOYA Institutional Trust Company	1/15/2020 voya	185.00	185.00
Zobrio	19003	1,365.00	1,365.00
Report Total		206,219.54	206,219.54



## City of Valley Park

### Invoices Selected for Payment - BILL LIST FOR BOARD APPROVAL

Vendor Name	Invoice Number	Invoice Amount	Cash Required
Advance Professional	3442934031233	174.18	174.18
Advance Professional	3442936125427	110.54	110.54
AMEREN MISSOURI	2541004016 DEC	5,277.68	5,277.68
Blitz, Bardgett & Deusch LC	70005	125.00	125.00
BUTLER SUPPLY INC	138538141	19.68	19.68
CINTAS CORPORATION	5015673520	84.91	84.91
Club Car Wash Operating	1060014	60.00	60.00
Core & Main LP	L645380	58.75	58.75
CREST INDUSTRIES INC.	2532416	84.65	84.65
CREST INDUSTRIES INC.	2533661	64.02	64.02
CREST INDUSTRIES INC.	2534059	14.22	14.22
Dave Sinclair Ford	834794	145.00	145.00
Energy Petroleum Company	11602684	116.01	116.01
Energy Petroleum Company	6268358	364.32	364.32
Energy Petroleum Company	705071	365.47	365.47
Enterprise Bank & Trust (Visa)	123119 Visa	4,142.85	4,142.85
FASTENAL COMPANY	mosl1125307	60.09	60.09
FKG Oil Company	i-0078649	81.25	81.25
GILMORE & BELL P.C.	8040509	1,200.00	1,200.00
Gunther Salt Company	404502.1	5,313.74	5,313.74
Gunther Salt Company	404865.1	4,948.02	4,948.02
Hillsboro Reporting Services	19-385	171.00	171.00
Interstate Billing Service, Inc.	3017491381	329.80	329.80
Interstate Billing Service, Inc.	3017750547	43.90	43.90
James Trucking Company	122819 jtc	164.78	164.78
Johnny on the Spot	0347 000229331	88.50	88.50
K & K SUPPLY	197554	65.88	65.88
K & K SUPPLY	200385	16.23	16.23
Kirkwood Material Supply	4034/7	77.55	77.55
Knapheide Truck Eq Center	sls57004	115.73	115.73
Knapheide Truck Eq Center	sls57011	341.10	341.10
Lawson Products	9307290773	18.42	18.42
Meramec Valley Transfer Station	4360-00004907	7,500.30	7,500.30
MERCY CORPORATE HEALTH	547815	150.00	150.00
METRO ST. LOUIS SEWER DIST.	1170450-9 Dec	31.22	31.22
Midwest Systems Truck Equipment, Inc.	75280	67.00	67.00
Midwest Systems Truck Equipment, Inc.	75316	319.00	319.00
Midwest Systems Truck Equipment, Inc.	75367	319.00	319.00
MO DEPT OF NATURAL RESOURCES	34602005278	250.00	250.00
N B West Contracting	6581	198.00	198.00
ORKIN INC	Jan orkin	179.16	179.16
PGAV Planners	111629	270.00	270.00
Pomp's Tire Service, Inc.	1240017420	152.80	152.80
Puritan Springs	122619 pur springs	19.00	19.00
REJIS COMMISSION	429259	755.80	755.80
Republic Services Recycling South - 30...	3015 000027938	2,176.32	2,176.32
SC Engineering, LLC	sc5753	1,427.14	1,427.14
SC Engineering, LLC	sc5756	450.00	450.00
SC Engineering, LLC	sc5764	8,480.99	8,480.99
SCHULTE SUPPLY	s1156089.001	159.56	159.56
Simpson Materials Company, LLC	6236917	1,229.10	1,229.10
ST. LOUIS COMPOSTING INC.	123119 STLC	1,456.00	1,456.00
ST. LOUIS COUNTY TREASURER	124690	90.00	90.00
ST. LOUIS COUNTY TREASURER	124934	127,405.39	127,405.39
STONEGATE AUTO PARTS INC	123119 SAP	693.32	693.32
TRAFFIC CONTROL COMPANY	0007819 IN	45.20	45.20

Dec 2019/ Jan 2020

Vendor Name	Amount	Description
Advance Professional	284.72	Battery for units 6 and 2
Ameren Missouri	5,277.68	Street Light Service
Blitz Bardgett & Deutsch	125.00	Annexation review of cost
Butler Supply	19.68	Toilet handle repair kit
Cintas	84.91	First aid supply for Garage
Club Car Wash	60.00	Car washing of City vehicle
Core & Main	58.75	sewer pieces for 731 ST louis ave
Crest Industries	162.89	Nylon lock nut, tamper prood insert bit, hex cap, flat washers
Dave Sinclair Ford	145.00	Test on Brakes unit 17
Energy Petroleum	116.01	# 2 ultra prem Is Dyed
Energy Petroleum	365.47	Nrg hyd pro iso 46 aw drum
Energy Petroleum	364.32	#2 Ultra prem Is dyed
Enterprise Bank (Visa)	4,142.85	Food for Holiday Party, Senior Lunch, Santa at the Caboose, xmas lights, Keyboard, wireless Router, Cords for connecting computers, Brakes on unit 17
Fastenal	60.09	Cable ties in different sizes
FKG Oil	81.25	Gas for Gil and Toms vehicle
Gilmore Bell	1,200.00	Filling of Annual Report for Fiscal Year
Gunther Salt	4,948.02	Bulk ice control salt
Gunther Salt	5,313.74	Bulk ice control salt
Hillsboro Reporting Service	171.00	Copy of Transcript from board of Adjustment
Intersate Billing Service	373.70	fuel pump, connector inj
James Trucking Co	164.78	Deliver of salt from Gunther
Johnny on the spot	88.50	Standard restroom 1111 Cal Hendrick way
K & K Supply	16.23	Hard hat V gard cap hi vis
K & K Supply	65.88	throttle cable, plate wacker
Kirkwood Material Supply	77.55	Topsoil for sewer 731 St Louis Ave and 751 C woods Dr
Knapheide Truck EQ Centers	341.10	Night hawk headlight kit unit 4
Knapheide Truck EQ Centers	115.73	Reservior Kit unit 4
Lawson Products	18.42	Fuel line hose
Meramec Vally Transfer	7,500.30	Trash
Mercy Occupational	150.00	Sanson Fitness test
Midwest systems truck equip	67.00	Spinner Bearing #5
Midwest systems truck equip	319.00	Spinner Motor # 9
Midwest systems truck equip	319.00	spinner Motor
MO dept of Natural Resources	250.00	Permit for clean water law
MSD	31.22	200 saint louis ave
N B West Contracting	198.00	UPM Finished Product
Orkin	179.16	Monthly spaying of City Hall and Garage
PGAV	270.00	Plat Review for Meramec Plaza
Pomps	152.80	st235/85r16 Ire carl rtrl hd
Puritan Springs	19.00	Water for Dispenser
Rejis	755.80	Monthly Subscription fees
Republic Services Recycling	2,176.32	Curbside recycling without glass



# GILMORE BELL

2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108-2521  
(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

EIN: 43-1611738

---

January 09, 2020  
Matter No. 600862.00009

Invoice No. 8040509

Rose LaGrand  
City of Valley Park, Missouri  
320 Benton Street  
Valley Park, Missouri 63088

City of Valley Park, Missouri  
Continuing Disclosure Services

172 - 01-1000-6172

---

For legal services rendered in connection with the preparation and filing of the  
District's continuing disclosure Annual Report for the fiscal year ended June 30,  
2019:

.....  
\$1,200.00

WIRE or ACH INSTRUCTIONS:  
Commerce Bank of Kansas City  
Kansas City, Missouri  
(ABA #101000019)  
For the Account of Gilmore & Bell, P.C.  
(Account #280511860)

Note: Please Reference the Invoice Number

MAS

## Rosalie LaGrand

---

**From:** Willson, Emily (G&B) <ewillson@gilmorebell.com>  
**Sent:** Thursday, January 9, 2020 12:14 PM  
**To:** Rosalie LaGrand  
**Cc:** Spykerman, Mark (G&B)  
**Subject:** Continuing Disclosure Services Agreement Annual Statement - Valley Park, MO  
**Attachments:** Invoice No. 8040509 (FYE 6.30.2019).pdf

Ms. LaGrand:

Attached please find Gilmore & Bell's statement for services rendered in connection with the preparation and filing of the City's audited financial statements and operating data (collectively, the "Annual Report") with the Municipal Securities Rulemaking Board for the fiscal year ended June 30, 2019.

If you have any questions or concerns regarding the invoice, please do not hesitate to contact me.

Thank you for allowing us to be of service,

Emily

**Emily Willson, Disclosure Analyst | Gilmore & Bell, P.C.**  
2405 Grand Boulevard | Suite 1100 | Kansas City, MO 64108  
Phone: (816) 218-7570 | Fax: (816) 221-1018  
[ewillson@gilmorebell.com](mailto:ewillson@gilmorebell.com)

This is an electronic mail transmission from the law firm of Gilmore & Bell, P.C. and may contain information that is privileged, confidential, and protected by the attorney-client or attorney-work product privileges. It is intended only for the addressees. If you are not an addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please notify us immediately via return e-mail to the sender and then delete the message or you may call the sender at telephone number 1-(800) 844-3232.

This E-Mail (including any attachments) may contain information related to a proposed financial structure and is provided based on the factual assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. Gilmore & Bell, P.C. is not a municipal financial advisor. This communication is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party.

# nvoice



ckham Guyton Albers & Viets, Inc.  
chitects Destinations Planners

200 North Broadway, Suite 1000  
St. Louis, Missouri 63102

PGAVPlanners.com  
314-231-7318

Tim Engelmeyer  
City of Valley Park  
320 Benton Street  
Valley Park, MO 63088

January 9, 2020  
Invoice #: 111629  
Project #: 31145-00

Project: Valley Park Continuing Services

Professional Services for the Period Ended December 28, 2019

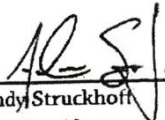
Anna Krane	2.0 hrs @ \$ 135.00 per hour	\$ 270.00
Subdivision plat review and memo for Meramec Valley Plaza		

334  
01-1000-6d72

\$ 270.00

TOTAL DUE THIS INVOICE

\$ 270.00

Approved:   
Andy Struckhoff  
Vice President

**NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**



BARDGETT & DEUTSCH, LC

Attorneys & Counselors at Law

Remit to:

120 South Central, Suite 1500  
St. Louis, Missouri 63105-1794

Telephone (314) 863-1500

Facsimile (314) 863-1877

December 23, 2019

#123  
0-1000-  
6027

Invoice # 70005

City of Valley Park  
320 Benton  
Valley Park, MO 63088

Professional Services through 11/30/2019

Annexation

Professional Services

		<u>Hours</u>	<u>Amount</u>
11/1/2019	AWS Phone call with M. Hart regarding potential cross appeal relating to attorneys' fees.	0.20	25.00
11/8/2019	KFF Emails with client regarding deadline.	0.10	12.50
11/11/2019	AWS Review amended bill of costs.	0.20	25.00
	KFF Emails with T. Engelmeyer and A. Keller regarding deadline of notice to appeal.	0.10	12.50
11/18/2019	AWS Email a reminder regarding filing notice of appeal.	0.10	12.50
11/26/2019	AWS Emails with M. Hart regarding costs; review amended costs and submit to T. Engelmeier for payment.	0.20	25.00
	KFF Review email from M. Hart regarding Bill of Costs.	0.10	12.50
	For professional services rendered	1.00	\$125.00
	Previous balance		\$887.50
	Balance due		<u>\$1,012.50</u>

1.00    \$125.00  
*paid on 12/17*

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Kelley F. Farrell	0.30	125.00	\$37.50

(Continued)

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Aaron W. Sanders	0.70	125.00	\$87.50

---

If balance is due, kindly make check payable to "Blitz, Bardgett & Deutsch, L.C." (Federal I.D. #43-1873670) Bills are due and payable upon receipt.

---



HILLSBORO REPORTING SERVICE

P.O. Box 495  
Hillsboro, Missouri 63050

(636) 671-0254

January 7, 2020

Invoice 19-385  
Fed I.D. 05-0590783

City of Valley Park  
320 Benton  
Valley Park, Missouri 63088

01-1400-6174

Attention: Dusty Hosna, City Clerk

In the Matter of: Code Appeal, 802 Forest Avenue  
Board of Adjustment meeting  
Taken on: December 18, 2019

copy of 12/18/19  
Board of Adjim  
Hosna

Transcript, Paper copy and PDF copy, 75 pgs	\$ 150.00
Word Index	11.00
Shipping & Handling	<u>10.00</u>
Total Due	\$ 171.00

Thank you

Reported by: Carolyn P. Hill, C.C.R.

Terms: All accounts chargeable to attorneys with remittance check made payable to Hillsboro Reporting Service. This invoice is issued on the credit of the party to whom addressed above and may not be transferred. This bill is due and payable on presentation and becomes delinquent thirty (30) days after invoice date. If payment for service of this bill has not been made before becoming delinquent, such service is subject to a late charge of 1.5% per month in addition to a twenty dollar (\$20.00) rebilling charge for each rebilling.

**Account Summary**

Billing Cycle	12/31/2019
Days In Billing Cycle	32
Previous Balance	\$6,238.87
Purchases	+ \$4,205.40
Cash	+ \$0.00
Balance Transfers	+ \$0.00
Special	+ \$0.00
Credits	- \$97.55
Payments	- \$6,238.87
Other Charges	+ \$35.00
Finance Charges	+ \$0.00
<b>NEW BALANCE</b>	<b>\$4,142.85</b>

**Account Inquiries**

Call us at: (844) 697-1178  
 Lost or Stolen Card: (866) 839-3485

Write us at PO BOX 31535, TAMPA, FL 33631-3535

**Payment Summary**

NEW BALANCE	<b>\$4,142.85</b>
MINIMUM PAYMENT	<b>\$104.00</b>
PAYMENT DUE DATE	<b>01/25/2020</b>

*NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.*

**Credit Summary**

Total Credit Line	\$25,000.00
Available Credit Line	\$20,857.15
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

**Corporate Activity**

				TOTAL CORPORATE ACTIVITY	\$6,238.87-
1s Date	Post Date	Reference Number	Transaction Description	Amount	
2/29	12/29	74142969363118363962003	LATE FEE	\$35.00	
2/26	12/30	74142969364001205403270	PAYMENT - THANK YOU	\$6,238.87-	
2/29	12/30	74142969364010364171020	LATE FEE - REVERSAL	\$35.00-	

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

ENTERPRISE BANK & TRUST  
 281 N WARSON ROAD  
 SAINT LOUIS MO 63132-1805



Account Number  
 #### #### #### 5740

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Posting Date	New Balance	Total Minimum Payment Due	Payment Due Date
2/31/19	\$4,142.85	\$104.00	01/25/20

\$

BL ACCT 00000296-10000000  
 CITY OF VALLEY PARK  
 320 BENTON ST  
 ATTN: WILLIAM HANKS  
 VALLEY PARK MO 63088



MAKE CHECK PAYABLE TO:



ENTERPRISE BANK & TRUST  
 PO BOX 6818  
 CAROL STREAM IL 60197-6818

18 4142 9680 0003 5740 00010400 00414285 5



3L ACCT 00000296-10000000  
 CITY OF VALLEY PARK  
 Account Number: #### #### #### 5740  
 Page 3 of 4

Cardholder Account Summary				
FEE ACCT 00000296-01000000 #### #### #### 5757	Payments & Other Credits \$62.55-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$62.55-

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/29	12/01		7414296191100000002920	REBATE CREDIT	\$62.55-

Cardholder Account Summary				
CITY OF VALLEY PARK #### #### #### 5815	Payments & Other Credits \$0.00	Purchases & Other Charges \$661.91	Cash Advances \$0.00	Total Activity \$661.91

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/02	12/03	PBUS03	24906419336083928222700	4IMPRIINT 877-4467746 WI	\$106.94
12/05	12/06	PBUS03	24057819340000016000139	WIETHOP GREENHOUSES MANCHESTER MO	\$79.50
12/05	12/06	PBUS03	24492159339852716809004	BARNDOR LIGHTING 203-208-0845 CT	\$127.42
12/06	12/08	PBUS03	24692169340100600383825	SQ *DALIE'S SMOKEHOUSE St Louis MO	\$96.50
12/06	12/08	PBUS03	24692169340100800406238	SQ *DALIE'S SMOKEHOUSE St Louis MO	\$228.25
12/06	12/08	PBUS03	24493989340207346000498	CONFERRNCING 888-289-0593 CA	\$11.30
12/21	12/22	PBUS03	24430999355400817053784	MSFT * E05009YEYB 800-842-7676 WA	\$12.00

Cardholder Account Summary				
CITY OF VALLEY PARK #### #### #### 2555	Payments & Other Credits \$0.00	Purchases & Other Charges \$3,543.49	Cash Advances \$0.00	Total Activity \$3,543.49

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/03	12/04	PBUS03	24445009338400112440721	WM SUPERCENTER #1177 MANCHESTER MO	\$305.05
12/04	12/04	PBUS03	24692169338100713565247	AMZN Mktp US*WM27F2S23 Amzn.com/bill WA	\$82.22
12/03	12/05	PBUS03	24692169338100906412652	PARTY CITY 564 SAINT LOUIS MO	\$242.25
12/06	12/08	PBUS03	24445009341500459270634	SCHNUCKS TWIN OAKS BALLWIN MO	\$760.54
12/06	12/08	PBUS03	24164079341255190571749	SUBWAY 03573516 SAINT LOUIS MO	\$252.43
12/07	12/08	PBUS03	24692169341100273831422	B2B Prime*FE8Z17S13 Amzn.com/bill WA	\$186.56
12/06	12/09	PBUS03	24559309342900011300348	FANDANGO ST. LOUIS MO	\$95.97
12/09	12/11	PBUS03	24690299344030023335842	MERAMEC JACK'S, INC VALLEY PARK MO	\$367.30
12/10	12/12	PBUS03	24512399345900018300154	P'SGHETTI'S VALLEY PARK MO	\$368.48
12/18	12/19	PBUS03	24692169353100082703783	AMZN Mktp US*HL3YM2GI3 Amzn.com/bill WA	\$50.99
12/19	12/20	PBUS03	24692169353100682111577	AMZN Mktp US*CF9OQ7G53 Amzn.com/bill WA	\$94.84
12/23	12/23	PBUS03	24692169357100191364333	AMZN Mktp US*YG6DL7LL3 Amzn.com/bill WA	\$28.65
12/23	12/23	PBUS03	24692169357100202862358	Amazon.com*F95L16DD3 Amzn.com/bill WA	\$12.94
12/30	12/31	PBUS03	24453889365000016111160	LOU FUSZ FORD - MOTO 636-5192506 MO	\$695.27

**Additional Information About Your Account**

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO [WWW.EZCARDINFO.COM](http://WWW.EZCARDINFO.COM) AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH EZCARDINFO. ENROLL TODAY!

Date	Dec Visa Breakdown customer	gl	amount
12/1/2019	rebate credit	01-0000-5175	(65.55)
		<b>01-0000-5175 Total</b>	<b>(65.55)</b>
12/6/2019	Schnucks (Holiday Party Staff Donation account	01-0000-5179	760.54
		<b>01-0000-5179 Total</b>	<b>760.54</b>
12/21/2019	Microsoft monthly billing	01-1000-6124	12.00
		<b>01-1000-6124 Total</b>	<b>12.00</b>
12/3/2019	Amazon (Desktop Calenders for BOA, employees	01-1000-6126	85.22
12/7/2019	b2b prime amazon	01-1000-6126	37.32
12/18/2019	Amazon	01-1000-6126	50.99
12/18/2019	Amazon (keyboard, cord, wireless mouse	01-1000-6126	67.33
12/23/2019	Amazon	01-1000-6126	28.65
12/23/2019	Amazon	01-1000-6126	12.94
		<b>01-1000-6126 Total</b>	<b>282.45</b>
12/6/2019	Conferencing	01-1000-6174	11.30
		<b>01-1000-6174 Total</b>	<b>11.30</b>
12/5/2019	Wiethop Greenhouse (Pointesetta)	01-1000-6186	79.50
12/6/2019	Dalilys (Food for Staff Christmas Party)	01-1000-6186	324.75
	Walmart (supplies for Staff party, Santa at the Caboose,		
12/3/2019	Senior Lunch	01-1000-6186	305.05
12/3/2019	Party City ( party supplies for staff party and Senior Lunch	01-1000-6186	242.25
12/6/2019	Subway (Sandwiches for Staff Party	01-1000-6186	252.43
12/6/2019	Fandango ( Food for Staff Party)	01-1000-6186	95.97
12/9/2019	Meramec Jacks (Food For Staff Party)	01-1000-6186	367.30
12/10/2019	P'sghetti's (Food for Senior Lunch)	01-1000-6186	368.48
		<b>01-1000-6186 Total</b>	<b>2,035.73</b>
12/7/2019	b2b prime amazon	01-1100-6126	37.31
12/18/2019	Amazon ( wireless router)	01-1100-6126	27.51
		<b>01-1100-6126 Total</b>	<b>64.82</b>
12/30/2019	Lou Fusz Ford (Brakes on Unit 17)	01-1100-6127	695.27
		<b>01-1100-6127 Total</b>	<b>695.27</b>
12/5/2019	Barndoor (xmas lights)	01-1200-6125	127.42
		<b>01-1200-6125 Total</b>	<b>127.42</b>
12/7/2019	b2b prime amazon	01-1200-6126	37.31
		<b>01-1200-6126 Total</b>	<b>37.31</b>
12/7/2019	b2b prime amazon	01-1400-6126	37.31
		<b>01-1400-6126 Total</b>	<b>37.31</b>
12/2/2019	4 Imprints (Jackets for Gil & Gerald)	01-1800-6186	106.94
		<b>01-1800-6186 Total</b>	<b>106.94</b>
12/7/2019	b2b prime amazon	01-2000-6126	37.31
		<b>01-2000-6126 Total</b>	<b>37.31</b>
		<b>Grand Total</b>	<b>4,142.85</b>

Home Depot #182

Date	01-1100-6016	03-0000-6186	01-1200-6124	01-1000-6124	01-1100-6116	01-1200-6125	
11/13/2019	19.98	64.97					84.95
			85.74				85.74
11/14/2019							
			19.90				19.90
11/18/2019				47.76			47.76
11/26/2019				223.83			223.83
11/27/2019					165.91		165.91
12/10/2019							
						47.92	47.92
12/12/2019	19.98	64.97	105.64	271.59	165.91	47.92	676.01
							676.01

Paint for Achery,

12/12/2019 shockwave #2, T30

# ACCOUNT ACTIVITY STATEMENT



Commercial Account



RETURN MAIL ADDRESS  
PO BOX 790420  
ST. LOUIS, MO 63179

Commercial Account: 6035 3225 3197 5765  
Statement Date 12/13/19  
Credit Line \$14,100  
Credit Available \$13,423

**Account Balance \$676.01**

CITY OF VALLEY PARK  
320 BENTON ST  
STE A  
VALLEY PARK, MO 63088-1735

## Account Information

Please see Payment Page(s) for Amount Due and Payment Due Date(s)

Current Payments and Unapplied Payments	-\$966.03
Current Purchases and Debits	\$676.01
Current Returns, Exchanges and Adjustments	\$0.00
Previously Billed Invoices	\$0.00

**THE HOME DEPOT ProXtra RELOADABLE CARD**

**4 Cards – 1 Account**  
Give Your Employees Purchase Power.

RELOADABLE  
Redeem and Reload  
In Store and Online

### SPECIAL NOTICE

Don't forget, 1-Year returns credited back to your Home Depot Card\*

Additional benefits available to Commercial Card Holders:

- **60-day Terms:** On new purchases, receive net 60 payment terms with no late fees if paid in full
- **Fuel savings:** Earn Fuel savings for every \$100 of qualifying purchases made using your The Home Depot Commercial Account

Visit [homedepot.com/cardbenefits](http://homedepot.com/cardbenefits) to take advantage of 60-day payment terms and get more information on fuel savings including participating station availability and how to order more redemption cards

\*Refer to The Home Depot Returns Policy for details

### CURRENT PAYMENTS AND UNAPPLIED PAYMENTS

Payments received since the last statement period.  
Please contact us with your instructions on how to apply to specific invoices.

Date	Amount
11/24/19	-\$966.03
<b>Total</b>	<b>-\$966.03</b>

### CURRENT PURCHASES AND DEBITS

Date	Purchase Location/Description	Invoice #	Purchase Order/Job Name	Customer Agreement #	Amount	Due Date
11/13/19	THE HOME DEPOT TOWN&COUNTRY, MO	6022663		✓	\$84.95	01/01/20
11/14/19	THE HOME DEPOT TOWN&COUNTRY, MO	5022921	CITYHALL	✓	\$85.74	01/01/20

Questions about Your Account  
ACCT MGR ROXY RUSSELL EXT 4676942  
PHONE 1-800-494-1946  
FAX 1-877-969-6282  
EMAIL ROXY.RUSSELL@CITI.COM

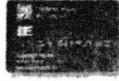
Send Billing Inquiries to:  
HOME DEPOT CREDIT SERVICES  
PO Box 790340  
St. Louis, MO 63179-0340

Send a SECURE MESSAGE right now to a customer service professional online at [myhomedepotaccount.com](http://myhomedepotaccount.com)





Commercial Account



Remit payment and make checks payable to:  
HOME DEPOT CREDIT SERVICES  
DEPT. 32 - 2531975765  
PO BOX 9001043  
LOUISVILLE, KY 40290-1043

# INVOICE DETAIL

**BILL TO:**  
Acct: 6035 3225 3197 5765  
CITY OF VALLEY PARK

<b>Amount Due:</b>	<b>Trans Date:</b>	<b>DUE DATE:</b>	<b>Invoice #:</b>
\$84.95	11/13/19	01/01/20	6022663
<b>PO:</b>		<b>Store:</b> 3004, TOWN&COUNTRY, MO	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
VELCRO DISPENSER, 3/4IN X 15FT, BLK	00002395400000400026	1.0000 EA	\$19.98	\$19.98
BRUTE 50GAL SQ TRASH CAN-GRAY	00008198910000400006	1.0000 EA	\$64.97	\$64.97

**Purchased by:** VALLEY PARK ID RQRD CITY  
**Customer #:** 00008

<b>SUBTOTAL</b>	\$84.95
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$84.95

**BILL TO:**  
Acct: 6035 3225 3197 5765  
CITY OF VALLEY PARK

<b>Amount Due:</b>	<b>Trans Date:</b>	<b>DUE DATE:</b>	<b>Invoice #:</b>
\$85.74	11/14/19	01/01/20	5022921
<b>PO:</b> CITYHALL		<b>Store:</b> 3004, TOWN&COUNTRY, MO	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
MILKHOUSE UTILITY HEATER	00006404350002300005	1.0000 EA	\$19.98	\$19.98
MILKHOUSE UTILITY HEATER	00006404350002300005	1.0000 EA	\$19.98	\$19.98
ASSORTED LENGTH CABLE TIE SET 650PC	00002959250001100005	1.0000 EA	\$9.88	\$9.88
MILKHOUSE UTILITY HEATER	00006404350002300005	1.0000 EA	\$19.98	\$19.98
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98

**Purchased by:** VALLEY PARK ID RQRD CITY  
**Customer #:** 00007

<b>SUBTOTAL</b>	\$85.74
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$85.74

**BILL TO:**  
Acct: 6035 3225 3197 5765  
CITY OF VALLEY PARK

<b>Amount Due:</b>	<b>Trans Date:</b>	<b>DUE DATE:</b>	<b>Invoice #:</b>
\$19.90	11/18/19	01/01/20	1023624
<b>PO:</b> CITYHALL		<b>Store:</b> 3004, TOWN&COUNTRY, MO	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	1.0000 EA	\$3.98	\$3.98

**Purchased by:** VALLEY PARK ID RQRD CITY  
**Customer #:** 00008

<b>SUBTOTAL</b>	\$19.90
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$19.90





Commercial Account



Remit payment and make checks payable to: HOME DEPOT CREDIT SERVICES DEPT. 32 - 2531975765 PO BOX 9001043 LOUISVILLE, KY 40280-1043

# INVOICE DETAIL

**BILL TO:**  
Acct: 6035 3225 3197 5765  
CITY OF VALLEY PARK

<b>Amount Due:</b>	<b>Trans Date:</b>	<b>DUE DATE:</b>	<b>Invoice #:</b>
\$47.76	11/26/19	01/01/20	3094681
<b>PO:</b>		<b>Store:</b> 3004, TOWN&COUNTRY, MO	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
75CT ALL-PURPOSE LIGHT CLIPS	00002336820001200009	12.0000 EA	\$3.98	\$47.76

**Purchased by:** VALLEY PARK ID RQRD CITY  
**Customer #:** 00008

<b>SUBTOTAL</b>	\$47.76
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$47.76

**BILL TO:**  
Acct: 6035 3225 3197 5765  
CITY OF VALLEY PARK

<b>Amount Due:</b>	<b>Trans Date:</b>	<b>DUE DATE:</b>	<b>Invoice #:</b>
\$223.83	11/27/19	01/01/20	2072936
<b>PO:</b>		<b>Store:</b> 3004, TOWN&COUNTRY, MO	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
100L C9 TRNSPRNT LED ULTRA BRIGHT M	10043857350001200008	1.0000 EA	\$49.98	\$49.98
100L C9 TRNSPRNT LED ULTRA BRIGHT M	10043857350001200008	1.0000 EA	\$49.98	\$49.98
100L C9 TRNSPRNT LED ULTRA BRIGHT M	10043857350001200008	1.0000 EA	\$49.98	\$49.98
100L C9 TRNSPRNT LED ULTRA BRIGHT M	10043857350001200008	1.0000 EA	\$49.98	\$49.98
DFT OUT PLG COUNTDOWN 15 AMP	10000155960003100003	1.0000 EA	\$10.98	\$10.98
DISCOUNT	00000000000000000005	1.0000 EA	-\$1.01	-\$1.01
DFT OUT PLG COUNTDOWN 15 AMP	10000155960003100003	1.0000 EA	\$10.98	\$10.98
CE 15A HEAVY DUTY WALL TAP ADAPTER	10039122860000200013	1.0000 EA	\$3.97	\$3.97
DISCOUNT	00000000000000000005	1.0000 EA	-\$1.01	-\$1.01

**Purchased by:** VALLEY PARK ID RQRD CITY  
**Customer #:** 00007

<b>SUBTOTAL</b>	\$223.83
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$223.83

**BILL TO:**  
Acct: 6035 3225 3197 5765  
CITY OF VALLEY PARK

<b>Amount Due:</b>	<b>Trans Date:</b>	<b>DUE DATE:</b>	<b>Invoice #:</b>
\$165.91	12/10/19	01/01/20	9022136
<b>PO:</b> CITY		<b>Store:</b> 3004, TOWN&COUNTRY, MO	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
AVANTI PRO 7-1/4"X24T FRAMING	00004376810000700006	1.0000 EA	\$8.97	\$8.97
AVANTI PRO 7-1/4"X24T FRAMING	00004376810000700006	1.0000 EA	\$8.97	\$8.97
MAK 15A 7-1/4 MAG CIRCULAR SAW	00008689260000900006	1.0000 EA	\$139.00	\$139.00
AVANTI PRO 7-1/4"X24T FRAMING	00004376810000700006	1.0000 EA	\$8.97	\$8.97

**Purchased by:** VALLEY PARK ID RQRD CITY  
**Customer #:** 00007

<b>SUBTOTAL</b>	\$165.91
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$165.91

**BILL TO:**  
Acct: 6035 3225 3197 5765  
CITY OF VALLEY PARK

<b>Amount Due:</b>	<b>Trans Date:</b>	<b>DUE DATE:</b>	<b>Invoice #:</b>
\$47.92	12/12/19	01/01/20	7033951
<b>PO:</b> NO		<b>Store:</b> 3004, TOWN&COUNTRY, MO	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
MIKE SHOCKWAVE 2" T30 5PC	10045371820000700009	1.0000 EA	\$5.97	\$5.97
MKE SHOCKWAVE 1" PH2 25PC	10042419450000700009	1.0000 EA	\$11.97	\$11.97

continued →



Commercial Account



Remit payment and make checks payable to:  
HOME DEPOT CREDIT SERVICES  
DEPT. 32 - 2531975765  
PO BOX 9001043  
LOUISVILLE, KY 40290-1043

# INVOICE DETAIL

**Invoice #:**  
**7033951**  
continued

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
GLIDDEN PREM EXT SG BASE 3 112OZ	00004165900001600013	1.0000 GA	\$29.98	\$29.98

**Purchased by:** VALLEY PARK ID RQRD CITY  
**Customer #:** 00008

<b>SUBTOTAL</b>	<b>\$47.92</b>
<b>TAX</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$47.92</b>

1-2

# CITY OF VALLEY PARK

Account Number ending in 1794

Visit [samsclub.com/credit](http://samsclub.com/credit) or Call 1-800-203-5764

Statement Closing Date 12/23/2019

Payments must be received by 5pm ET on due date if mailed, or by 1:59pm ET on due date for online and phone payments.

### Account Summary

Previous Balance as of 11/24/2019	\$268.11
Payments	-268.11
Other Credits	-77.35
Purchases/Debits	+1,175.42
<b>New Balance as of 12/23/2019</b>	<b>\$1,098.07</b>

Credit Limit	\$2,200
Available Credit	\$1,101
Statement Closing Date	12/23/2019
Days in Billing Cycle	30

### Payment Information

New Balance	\$1,098.07
Total Minimum	
Payment Due	\$50.00
Payment Due Date	01/12/2020

### Transaction Summary

Tran	Date	Post	Transaction Reference #	Description	Amount
12/05	12/05		P928000AN0113K5XX	SAM'S CLUB 004741 SAINT LOUIS MO SAM'S/WAL-MART PURCHASE(S)	\$397.11 ✓
12/05	12/05		P928000AN0113K5Y5	SAM'S CLUB 004741 SAINT LOUIS MO SAM'S/WAL-MART PURCHASE(S)	\$546.35 ✓
12/06	12/06		P928000AN011F7479	SAM'S CLUB 004741 SAINT LOUIS MO SAM'S/WAL-MART PURCHASE(S)	\$199.00 ✓
12/06	12/06		P928000AS011F7477	SAM'S CLUB 004741 SAINT LOUIS MO	-\$77.35 ✓
12/10	12/10		P928000AS012S5NVY	SAM'S CLUB 008182 SAINT LOUIS MO SAM'S/WAL-MART PURCHASE(S)	\$32.96 ✓
				Total for CITY OF VALLEY PARK	\$1,098.07
12/12	12/12		P928000AV00YL5ZSM	PAYMENT - THANK YOU	-\$268.11

NOTICE: We may convert your payment into an electronic debit. See reverse side for details, Billing Rights and other important information.

MEMBER SERVICE: For Account Information log on to [samsclub.com/credit](http://samsclub.com/credit). This account is not registered. The authentication code is: ZYSV797. Or call toll-free 1-800-203-5764.

6769 0012 A7H 1 7 23 191223 PAGE 1 of 5 9280 2000 MP17 D1EM6709 176070

Detach and mail this portion with your check. Do not include any correspondence with your check.

Account Number: 6046 0020 3928 1794



Total Minimum Payment Due	Payment Due Date	New Balance
\$50.00	01/12/2020	\$1,098.07

Payment Enclosed: Please use blue or black ink.

\$

New address or email? Print changes on back.



CITY OF VALLEY PARK  
HANKS BILL  
320 BENTON ST  
VALLEY PARK MO 63088-1735

176070  
0112

Make Payment to: SAM'S CLUB/SYNCHRONY BANK  
P.O. BOX 530981  
ATLANTA, GA 30353-0981

00050000026811 000500000109807 000604600 2039281 79422

CITY OF VALLEY PARK

ACCOUNT #: 6046 0020 3928 1794

DATE OF SALE #: 191205

P.O. #:

INVOICE#: 006810

AUTHORIZATION #: 000915

CLUB #: 4741

REFERENCE #: P928000AN0113K5XX

TRANSACTION #: 5810

REGISTER #: 4

0-1-2

S.K.U	DESCRIPTION	QUANTITY	UNIT	PRICE	EXT. PRICE
006063319	OTB MED SALSA	1.000	EA	\$4.8800	\$4.88
006073489	CHAFING FUEL 6 HR	2.000	EA	\$16.9800	\$33.96
020856848	ROMAINE BLEND SALAD	2.000	EA	\$2.9800	\$5.96
029275048	LITTLE SMOKIES	3.000	EA	\$6.9800	\$20.94
030133569	KC MASTERPIECE 2PK	1.000	EA	\$4.9800	\$4.98
033857446	MINI CANDY	16.000	EA	\$5.9800	\$95.68
034655895	CHOPPED ROMAINE	2.000	EA	\$2.9800	\$5.96
035814278	GRAPE TOMATO	1.000	EA	\$5.9800	\$5.98
039569122	MM HOLIDAY PLATES	1.000	EA	\$8.6800	\$8.68
050036794	HOLIDAY COOKIE TRAY	1.000	EA	\$19.9800	\$19.98
051333013	OTB TORTILLA CHIPS	2.000	EA	\$3.9800	\$7.96
052901636	MM FULL STEAM PAN	1.000	EA	\$11.2800	\$11.28
052901638	MM HALF STEAM PAN	1.000	EA	\$7.9800	\$7.98
053208777	MM CROUTON 32 OZ	1.000	EA	\$4.9800	\$4.98
053671458	MM CHEESECAKE MINIS	3.000	EA	\$15.7800	\$47.34
053805459	MM ITLN DRESSING GAL	1.000	EA	\$7.4200	\$7.42
053805463	MM RANCH GALLON	1.000	EA	\$7.4200	\$7.42
054097345	MM PL SMALL TONGS	1.000	EA	\$3.9800	\$3.98
054097352	MM PL SERVING SPOONS	2.000	EA	\$3.9800	\$7.96
054097354	CATERING BOWL W/LID	2.000	EA	\$5.9800	\$11.96
054129330	SWISSMISS PACKETS 50	2.000	EA	\$5.9800	\$11.96
054189255	CHEETOS CRUNCHY	1.000	EA	\$3.4900	\$3.49
054189285	DORITOS NACHO CHEES	1.000	EA	\$3.4900	\$3.49
054189389	LAY'S CLASSIC POTAT	1.000	EA	\$3.4900	\$3.49
054482677	GOURMET BROWNIE	1.000	EA	\$19.9800	\$19.98
054519998	MM SPINACH ARTICHOKE	3.000	EA	\$6.9800	\$20.94
054631123	30CT VANSPRINK CPCKE	1.000	EA	\$14.9800	\$14.98
054865882	IS \$ 1.50 OFF	3.000	EA	\$1.5000-	\$4.50-
055018053	IS \$ 1.00 OFF	2.000	EA	\$1.0000-	\$2.00-
<b>SUB \$397.11</b>		<b>TAX \$0.00</b>		<b>TOTAL INVOICE</b>	<b>\$397.11</b>
				<b>CREDITS TOTAL</b>	<b>\$0.00</b>
				<b>BALANCE DUE</b>	<b>\$397.11</b>

CITY OF VALLEY PARK					
ACCOUNT #: 6046 0020 3928 1794	DATE OF SALE #: 191206	P.O. #:			
INVOICE#: 004673	AUTHORIZATION #: REFUND	CLUB #: 4741			
REFERENCE #: P928000AS011F7477	TRANSACTION #: 4673	REGISTER #: 46			
<u>S.K.U</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXT. PRICE</u>
	MERCHANDISE/CONS UMABLES	1.000	EA	\$77.3500-	\$77.35-
SUB \$77.35-		TAX \$0.00	TOTAL INVOICE		\$77.35-
			CREDITS TOTAL		\$0.00
			BALANCE DUE		\$77.35-

CITY OF VALLEY PARK					
ACCOUNT #: 6046 0020 3928 1794	DATE OF SALE #: 191210	P.O. #:			
INVOICE#: 003715	AUTHORIZATION #: 000655	CLUB #: 8182			
REFERENCE #: P928000AS012S5NVY	TRANSACTION #: 3715	REGISTER #: 1			
<u>S.K.U</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXT. PRICE</u>
026233209	CHAFING FUEL 2HR	1.000	EA	\$17.9800	\$17.98
054631123	30CT VANSPRINK CPCKE	1.000	EA	\$14.9800	\$14.98
SUB \$32.96		TAX \$0.00	TOTAL INVOICE		\$32.96
			CREDITS TOTAL		\$0.00
			BALANCE DUE		\$32.96

CITY OF VALLEY PARK					
ACCOUNT #: 6046 0020 3928 1794	DATE OF SALE #: 191205	P.O. #:			
INVOICE#: 005811	AUTHORIZATION #: 001064	CLUB #: 4741			
REFERENCE #: P928000AN0113K5Y5	TRANSACTION #: 5811	REGISTER #: 4			
<u>S.K.U</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXT. PRICE</u>
054515460	65 4K UHD HDR SMART	1.000	EA	\$499.0000	\$499.00
SUB \$499.00		TAX \$47.35	TOTAL INVOICE		\$546.35
			CREDITS TOTAL		\$0.00
			BALANCE DUE		\$546.35

CITY OF VALLEY PARK					
ACCOUNT #: 6046 0020 3928 1794	DATE OF SALE #: 191206	P.O. #:			
INVOICE#: 005843	AUTHORIZATION #: 000718	CLUB #: 4741			
REFERENCE #: P928000AN011F7479	TRANSACTION #: 5843	REGISTER #: 4			
<u>S.K.U</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXT. PRICE</u>
054823153	MB PELLET GRILL	1.000	EA	\$199.0000	\$199.00
SUB \$199.00		TAX \$0.00	TOTAL INVOICE		\$199.00
			CREDITS TOTAL		\$0.00
			BALANCE DUE		\$199.00

City of Valley Park  
 Gerald Martin  
 320 Benton Street  
 Valley Park, MO 63088

Invoice number SC5756  
 Date 01/13/2020

Project **SC18-845 Plan Review Services - City of Valley Park**

**Professional Fees**

	Date	Hours	Rate	Billed Amount
<b>Engineer 2</b>				
<b>Kevin J. Wolff</b>				
<b>Billable Time</b>				
	12/12/2019	1.00	75.00	75.00
<i>MSD Flood Wall and Flood Study Plan Review</i>				
	12/20/2019	3.00	75.00	225.00
<i>Plan Review for Vance Road Pump Station - MSD</i>				
	12/27/2019	2.00	75.00	150.00
<i>Plan Review MSD Vance Road Pump Station</i>				
	Subtotal	6.00		450.00
	Professional Fees subtotal	6.00		450.00
	Invoice total			<b>450.00</b>

4133  
 0141400 - 6169

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
SC5756	01/13/2020	450.00	450.00				
	Total	450.00	450.00	0.00	0.00	0.00	0.00

Interest of 1.5% per month will be charged to all accounts past due. Please Reference Invoice Number on Check.

**NOTICE TO OWNER:**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

NOTICE: THERE WILL BE A THREE PERCENT (3%) CONVENIENCE FEE ADDED TO ANY PAYMENTS MADE BY CREDIT CARD



City of Valley Park  
 Gerald Martin  
 320 Benton Street  
 Valley Park, MO 63088

Invoice number SC5764  
 Date 01/13/2020  
 Project SC19-936 St. Louis Avenue  
 Improvements Phase 2, Valley Park, MO

	Amount	
<b>Engineering Design</b>		
Contract Amount	149,727.50	
Percent Complete	71.79	
Prior Billed	99,010.64	
		Current Billed 8,480.99
<b>Inspection Testing</b>		
Contract Amount	83,666.62	
Percent Complete	0.00	
Prior Billed	0.00	
		Current Billed 0.00
		Total 8,480.99

433  
 17-1100-6/69  
 3200

Invoice total 8,480.99

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
SC5764	01/13/2020	8,480.99	8,480.99				
	Total	8,480.99	8,480.99	0.00	0.00	0.00	0.00

Interest of 1.5% per month will be charged to all accounts past due. Please Reference Invoice Number on Check.

**NOTICE TO OWNER:**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

NOTICE: THERE WILL BE A THREE PERCENT (3%) CONVENIENCE FEE ADDED TO ANY PAYMENTS MADE BY CREDIT CARD

City of Valley Park  
 Gerald Martin  
 320 Benton Street  
 Valley Park, MO 63088

Invoice number SC5753  
 Date 01/13/2020

Project SC18-810 Dougherty Ferry Road Project

		Amount		
<b>Engineering Design</b>				
	Contract Amount	59,800.54		
	Percent Complete	100.00		
	Prior Billed	59,800.54		
			Current Billed	0.00
<b>Inspection Testing</b>				
	Contract Amount	48,259.28		
	Percent Complete	73.24		
	Prior Billed	33,915.92		
			Current Billed	1,427.14
			Total	1,427.14
			Invoice total	1,427.14

437

17-0000  
 4169  
 3400

<b>Aging Summary</b>							
Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
SC5753	01/13/2020	1,427.14	1,427.14				
	Total	1,427.14	1,427.14	0.00	0.00	0.00	0.00

RM

Interest of 1.5% per month will be charged to all accounts past due. Please Reference Invoice Number on Check.

**NOTICE TO OWNER:**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

NOTICE: THERE WILL BE A THREE PERCENT (3%) CONVENIENCE FEE ADDED TO ANY PAYMENTS MADE BY CREDIT CARD



---

# MEMORANDUM

---

**To:** Valley Park BOA  
**From:** Tim Engelmeyer  
**Date:** 1/17/20  
**Re:** Meeting with US Army Corps of Engineer

We had a meeting with the Corps of Engineer with regard to the freeboard deficiency issue. We were advised on the following:

1. That they have been working diligently to come up with a plan that would allow the city to achieve and maintain a Zone D designation.
2. The Corps is 'moderately confident' that the plan can be implemented that would address the freeboard deficiency as it exists for the flood wall and gates without the need for major construction.
3. The O&M Manual will have to be amended to address the two aforementioned areas. This amendment would be in lieu of any major construction (and accompanying construction costs).
4. The amendment would focus on how the city would address these areas in the event of a flood event and would include a process for sandbagging to a certain minimum level at the wall, as well as the addition on a welded bar at the gates.
5. The draft report should be completed by March of this year and then it will be presented to a Levee Safety Oversight Committee/Group. To get this matter on their agenda, it must be submitted to them at least sixty (60) days prior to their scheduled meeting. So if the report is done in March, it will be May or June before it can be reviewed.
6. Following the review, the O&M Manual is amended and it is provided to FEMA.
7. The Corps has run studies on our request that the freeboard for our levee be allowed to be at the 2 foot level. The data from those studies have shown that the lowering to a 2 foot freeboard level cannot be supported. Thus, the 3 foot still applies.
8. If we wish to make the necessary improvements, changes, additions to bring it up to the A Zone designation, those will have to be addressed in the future because there is not enough time or resources to address that before the maps become final.