### City of Arnold, Missouri

### Public Hearing Council Chambers

September 3, 2015 7:00 p.m.

A. Fixing the Annual Rate of Levy for Taxes.

City Council

Immediately Following the Public Hearing

### Agenda

- Pledge of Allegiance:
- 2. Opening Prayer: Shiloh World Outreach Rev. Lisa Wallace
- 3. Roll Call:
- 4. Business from the Floor:
- 5. Consent Agenda:
  - A. Minutes from August 20, 2015
  - B. Payroll Warrant #1219 in the Amount of \$257,241.99
  - C. General Warrant #5649 in the Amount of \$386,782.96
- 6. Ordinances:
  - A. Bill No. 2617: An Ordinance Fixing the Annual Rate of Levy for Taxes.
  - B. **Bill No. 2618:** An Ordinance Amending Chapter 23-Traffic, Article II-Administration and Enforcement, Section 23-23.7-Intersection Stops, Schedule G of the City Code Designating an Intersection Stop on Jere Lane at Alice Drive.
- Resolutions:
  - A. Resolution No. 15-39: A Resolution Authorizing the Mayor to allow the use of the MoDOT/State Cooperative Purchase Program for the Purchase of Asphalt Bituminous Material for Use by the City's Public Works Department for Asphalt Concrete Street Repair for the City of Arnold.
  - B. Resolution No. 15-40 A Resolution Authorizing the Mayor to Allow use of the MoDot/State Cooperative Purchase Program for the Purchase of Rock Materials for use by the City's Public Works Department for Asphalt/Concrete Repair for the City of Arnold.
  - C. Resolution No. 15-41: A Resolution Authorizing the Mayor to Allow the use of the Jefferson County Cooperative Purchase Program for the Purchase of

- Concrete Ready Mix for the use by the City's Public Works Department for Concrete Street and Sidewalk Repairs for the City of Arnold.
- D. **Resolution No. 15-42:** A Resolution Authorizing the Purchase of Two (2) Ford Fusion Hybrid Cars Through the State Cooperative Purchasing Program.
- E. **Resolution No. 15-43:** A Resolution Authorizing the Mayor to Enter into a Task Order with Intuition and Logic to Provide Engineering Design Services for the Continuation of the Farmcrest Drive Storm Sewer and Storm Water Improvements Project for the City of Arnold.
- F. **Resolution No. 15-44:** A Resolution Authorizing the Mayor to Enter into a Task Order with Intuition and Logic to Provide Continuing Engineering Design Services for the MS4 (Municipal Separate Sewer System) Storm Water Services for the City of Arnold.
- G. Resolution No. 15-45: A Resolution Authorizing the Mayor to Execute into A Contract for Aquatic Services with Midwest Pool Management Company for Fiscal Year 2016.
- H. **Resolution No. 15-46:** A Resolution Authorizing the Mayor to Enter into a Purchase Order with Knapheide Truck Equipment to Provide Snow Plow Truck Conversion Services for Storm Water Department Truck 910 for Use in Street Snow Removal for the City of Arnold.
- I. **Resolution No. 15-47:** A Resolution Authorizing the Mayor to Approve the Lease Agreement with PNC Equipment Finance for 58 (Fifty-Eight) Golf Carts, Windshields and a Cushman Hauler for a 4 (Four) Year Lease.
- J. Resolution No. 15-48: A Resolution Exempting the Rear Hillside of Richardson Ridge Villas From Chapter 12, Article II, Section 12, Weeds and Other Noxious Matter.
- K. **Resolution No. 15-49:** A Resolution Granting a Cooley-Fulbright Beautification Grant to the Arnold Terrace Subdivision.
- Motions:
- 9. Reports from Mayor, Council and Committees:
- 10. Administrative Reports:
- 11. Adjournment:

Next Regular Council Meeting September 17, 2015 at 7:00 p.m. Next Work Session September 10, 2015 at 7:00 p.m. Mayor Ron Counts called the meeting to order at 7:05 p.m.

The Pledge of Allegiance was recited.

Father Charlie Ferrara from St. David's Catholic Church offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Ron Counts, Cooley, McArthur (excused), Plunk, Owens, Crisler, Freese, Amato, Fulbright, Richison, Casey, Holden, Sweeney, Boone, Blattner, Kroupa and Chief Shockey.

### SPECIAL PRESENTATION

Jeanette Yount presented Chief Shockey with a plaque from MIRMA in recognition of 100% training participation by the Police Department.

### BUSINESS FROM THE FLOOR

Bernie Wilde - 3533 Swan Circle South – Spoke regarding the booth cost for nonprofit organizations at Arnold Days. She stated that according to the application form the cost had gone up significantly. Ms. Boone informed her that this was an error, that the cost for nonprofit has stayed the same and she will be sure the form is corrected.

Doris Borgelt – 653 Louisa – Spoke regarding the one-half cent capital improvement sales tax that was on tonight's agenda.

### **CONSENT AGENDA**

- A. MINUTES FROM THE AUGUST 6, 2015 MEETING
- B. PAYROLL WARRANT NO. 1218 IN THE AMOUNT OF \$252,116.22
- C. GENERAL WARRANT NO. 5648 IN THE AMOUNT OF \$1,463,042.86

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Gary Plunk. Roll call vote: Cooley, yes; McArthur, (excused); Plunk, yes; Owens, yes; Crisler, yes; Freese, yes; Amato, yes; Fulbright, yes; 7 Yeas: Consent agenda approved.

### **ORDINANCES**

BILL NO. 2615 – AN ORDINANCE CALLING A PUBLIC ELECTION SUBMITTING, TO THE QUALIFIED VOTERS OF THE CITY, A PROPOSITION AUTHORIZING A ONE-HALF CENT CAPITAL IMPROVEMENT SALES TAX was read twice by City Clerk Tammi Casey. Roll call vote: Cooley, yes; McArthur, (excused); Plunk, yes; Owens, yes; Crisler, yes; Freese, yes; Amato, yes; Fulbright, yes; 7 Yeas: Ordinance approved.

BILL NO. 2616 – AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE FISCAL YEAR 2016 BUDGET AND AMENDING THE FISCAL YEAR 2015 BUDGET FOR ESTIMATED YEAR-END RESULTS was read twice by City Clerk Tammi Casey. Roll call vote: Cooley, yes; McArthur, (excused); Plunk, yes; Owens, yes; Crisler, yes; Freese, no; Amato, no; Fulbright, yes; 5 Yeas, 2 Nays: Ordinance approved.

### RESOLUTIONS

RESOLUTION NO. 15-38 – A RESOLUTION APPROVING A TEMPORARY DISCOUNT FOR MEMBERSHIP FEES AT THE RECREATION CENTER

Butch Cooley made a motion and so moved to approve Resolution No. 15-38. Seconded by Gary Plunk. Roll call vote: Cooley, yes; McArthur, (excused); Plunk, yes; Owens, yes; Crisler, yes; Freese, yes; Amato, yes; Fulbright, yes; 7 Yeas: Resolution passed.

### **MOTIONS**

NONE

### REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Thanked Ed Blattner for taking care of the huge tree removal. Mayor Counts also thanked everyone for their hard work in preparing the budget.

Gary Plunk - Ward 4 - Also thanked Mr. Blattner for the tree removal.

**Butch Cooley – Ward 4 –** Thanked Mr. Blattner for the tree removal. He asked Mr. Blattner to look at an address on W. Highview regarding the curbs and also asked Mr. Blattner to take a look at Michigan Ave. as some parts of the street seem to be bumpy.

**Dan Kroupa** – Spoke of an instance he had witnessed where a good citizen picked up the trash of someone who littered out of their car window.

Phil Amato – Ward 3 – Invited Mike Evans from the Veterans Commission to the microphone who informed the council that the 300 newly purchased flags have arrived and will be out for Arnold Days. Mr. Amato also stated that he concurred with Mr. Cooley regarding Michigan Ave.

Jason Fulbright – Ward 1 – Stated he and Nancy Crisler attended a subdivision meeting in their ward and they were asked about the Tenbrook sidewalks project as well as the Jeffco and Tenbrook intersection project. They were very happy to be able to inform them that we received the grant and the project will begin shortly.

### ADMINISTRATIVE REPORTS

Mary Holden – Stated that letters have been sent to residents on Tenbrook requesting temporary easements.

Ed Blattner – Stated he expects MoDot to move forward with drafting the agreement for the Jeffco and Tenbrook Road project.

**Bob Sweeney** – Informed the council that he recently had a teleconference with our municipal judge, court clerks and prosecuting attorney regarding Senate Bill 5. We will be in full compliance.

Susie Boone – Stated that Paw Park is now being re-sodded and will open by Labor Day weekend. The annual Patriot Golf Tournament will take place 9/4/2015 and the outdoor pool is now only open on weekends.

A motion to adjourn the meeting was made by Paul Freese. Seconded by Butch Cooley. Voice vote: All yeas.

Meeting adjourned at 7:29 p.m.

City Člerk Tammi Casey

### CITY OF ARNOLD, MISSOURI

### ROLL CALL

MEETING:

REGULAR

DATE:

9/20/2015

**BILL NO - RESOLUTION - MOTION** 

DAIL.	5/20/2015		D.122110 11	LOOLOTION	101011014		
PAGE:	1	ROLL CALL	CONSENT AGENDA	BILL NO. 2615	BILL NO. 2616	RESOLUTION NO. 15-38	,
COUNCIL MEMBE	RS:						
MAYOR	RON COUNTS	PRESENT		4			
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	
COUNCIL:	BRIAN MCARTHUR	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	
COUNCIL:	DAVID OWENS	PRESENT	YES	YES	YES	YES	
COUNCIL:	NANCY CRISLER	PRESENT	YES	YES	YES	YES	
COUNCIL:	PAUL FREESE	PRESENT	YES	YES	NO	YES	
COUNCIL:	PHIL AMATO	PRESENT	YES	YES	NO	YES	
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR		SUSIE BOOI	NE	PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WO	RKS:	ED BLATTNI	ĒR	PRESENT
COM DEV	MARY HOLDEN	PRESENT	TREASURE	R:	DAN KROUP	'A	PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT	POLICE DE	РΤ.	CHIEF SHOO	CKEY	PRESENT

# CITY OF ARNOLD AGENDA ITEM SUMMARY

AGENDA ITEM

6A

**NAME OF TOPIC/PROJECT:** Ordinance fixing the annual rate of levy for taxes.

**SUMMARY EXPLANATION:** This Ordinance sets the rate we will collect for Real Property (Property Taxes)

for fiscal year 2016 at \$ 0.4011. This rate is slightly lower (\$0.004012) than the

2015 rate.

RECOMMENDED ACTION: APPROVAL

Why is this action necessary? Council action is required to establish tax rates.

What does this action accomplish? It provides the ability to collect property taxes.

Positive impacts and to whom? N/A

Negative impacts and to whom? N/A

ADDITIONAL COMMENTS: For more information please see the attached memo from the Missouri State

Auditors office as it details the manner and process by which the rate is

derived. A copy of SAO calculation worksheet is also attached.

### AN ORDINANCE FIXING THE ANNUAL RATE OF LEVY FOR TAXES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

<u>Section 1</u>. <u>Rate.</u> The tax rate hereby levied for the fiscal year beginning September 1, 2015, and ending August 31, 2016 is Forty and Eleven Hundredth Cents (\$0.4011) per One Hundred Dollars (\$100.00) assessed valuation.

<u>Section 2</u>. <u>Effective Date.</u> This ordinance shall be in full force and effect upon its passage and approval.

READ TWO TIMES, PASSED AND APPROVE	D THIS DAY OF September 2015.
	Presiding Officer of the City Council
	Mayor Ron Counts
ATTEST:	

2nd reading:

City Clerk Tammi Casey

APPROVED AS TO FORM:

City Attorney

1st reading:



## NICOLE R. GALLOWAY, CPA

## Missouri State Auditor

### **MEMORANDUM**

July 9, 2015

TO:

All Political Subdivisions (Except School Districts, Counties, and Political Subdivisions in

Clay, Jackson, and St. Louis Counties and St. Louis City)

CC:

**County Clerks** 

FROM:

Becky Webb, CPA, CFE

Local Government Supervisor Phone: (573) 751-4213

FAX:

(573) 522-9743

RE:

**Review of 2015 Property Tax Rates** 

Pursuant to Section 137.073.6(2), RSMo, the State Auditor's Office (SAO) has the duty to review data filed by all political subdivisions substantiating tax rates and issue findings concerning compliance with Missouri law. The procedures for filing, reviewing, and certifying 2015 tax rate(s) will be the same as in 2014, where the county clerks will submit and receive information on the State Auditor's online Tax Rate System. Additional information may be needed for those political subdivisions affected by House Bill 1504 passed in 2014 (that have passed a rate increase or additional rate after August 28, 2014 and have a tax increment financing (TIF) project).

Proper reporting of tax rate reductions as voluntary or sales tax is very important. A voluntary reduction taken in an even numbered year will result in a reduction to subsequent year(s) tax rate ceiling. Ensure you report any reductions as intended and maintain documentation to support your reduction.

### Tax Rate Pro Forma

The SAO tax rate pro forma (forms calculating tax rates) the political subdivision will receive from the county clerk this year will be the same as last year. The Tax Rate Summary Page has one column showing the current year tax rate ceiling based on the tax rate calculation. The political subdivision must use the Tax Rate Summary Page for setting its property tax rate. The Informational Tax Rate Data Page shows the information that would have been on the line items for the tax rate forms had no voluntary reduction(s) been taken in a prior even numbered year(s). If a voluntary reduction was not taken the information on this page will be identical to the Tax Rate Summary Page. For more information on voluntary reductions and how to increase the voluntarily reduced rate, please see the paragraph below on voluntary reductions.

### **Debt Service Questionnaire**

Enclosed is a debt service questionnaire. This form is sent to all political subdivisions. It does not need to be completed if there are no general obligation bonds outstanding for which a property tax will be imposed. This questionnaire should be completed <u>only</u> by political subdivisions that have general obligation bonds outstanding for which a property tax is imposed. <u>If your political subdivision has not issued general obligation bonds</u>, <u>please disregard the questionnaire</u>. Instructions are incorporated to assist you in completing the questionnaire.

The completed debt service questionnaire should be filed with the county clerk's office. The county clerk will transfer the information submitted on the enclosed form to the State Auditor's online Tax Rate System. The information submitted will be used for the computation of the debt service tax rate.

If your political subdivision has general obligation bonds outstanding, please review Sections 108.180 and 108.190, RSMo, regarding the segregation of funds provided for the payment of such bonds and the restrictions on the use of such funds.

### **Review of 2015 Tax Rates**

The county clerk provides the assessed valuations, additional voter approved tax rate information, and debt service information on the State Auditor's online Tax Rate System for all the political subdivisions in their county. Based on the information on file for the prior year and the 2015 data submitted, this office will prepare tax rate computations (referred to as pro formas) of the 2015 tax rate ceiling(s) for all the political subdivisions in the county. These computations will be provided to the primary county clerk to forward to the political subdivisions.

Each political subdivision is responsible for reviewing and finalizing the forms, holding a public hearing to adopt the tax rates, and filing the forms with each county clerk. If the tax levy is applied in more than one county, one form will be sent to the political subdivision from their primary county clerk. The political subdivision should use that form to set the tax rate and submit copies to the county clerk in each county the tax rate is to be levied in. The county clerk will enter the proposed rate that will be recorded on their tax books and submit this information on the State Auditor's online Tax Rate System.

The SAO will perform a final review and provide a letter of the findings (certification letter) to the county clerk and to each political subdivision. Please review the certification letter to ensure it is consistent with your expectations based on your data submitted. This will be the last year our office will be providing a courtesy copy of the certification letter to each political subdivision. Per Section 137.073.6(2), RSMo, the county clerk will continue to forward each political subdivision a copy of the certification letter. Concerns or questions about what is or is not on the certification letter should be brought to the SAO's attention promptly. Any political subdivision levying a rate higher than the rate certified by the SAO will also receive a letter by certified mail notifying the political subdivision of their non-compliance with Missouri laws. All tax levies not in compliance will be noted in the 2015 Property Tax Rates report. In addition, Article X, Section 3 of the Missouri Constitution requires taxes levied to be uniform upon the same class or subclass of subjects within the territorial limits of the authority levying the tax. This means the political subdivision has to levy the same rate in all counties for each levy.

## 2015 Tax Rate Ceiling Based on Voluntary Reductions Taken in 2008, 2010, 2012 or 2014

For those political subdivisions that voluntarily reduced their tax rate in 2008, 2010, or 2012 but did not revert back to the tax rate ceiling without voluntary reduction or voluntarily reduced their tax rate in 2014, the 2015 tax rate ceiling will be based on the lower voluntarily reduced ceiling. **The political subdivision must use the Tax Rate Summary Page for setting its property tax rate.** The tax rate ceiling will be based on line F of the Tax Rate Summary Page unless the political subdivision's governing body formally reverts back to the tax rate ceiling based on the prior year ceiling in a following even-numbered year. The Informational Tax Rate Data Page shows the information that would have been on the line items for the Tax Rate Summary Page had no voluntary reduction been taken in a prior even numbered year(s). This page also provides the starting point for future years if the political subdivision's governing body formally reverts back to the tax rate ceiling based on the prior year ceiling.

If a voluntary reduction was taken in 2008, 2010 or 2012 that did not revert back to the tax rate ceiling without voluntary reduction or if a tax rate was voluntarily reduced in 2014 (even numbered year) the political subdivision can increase the tax rate in 2016 (following even numbered year). In 2016 to increase the tax rate the political subdivision must conduct a public hearing, and in a public meeting it should adopt an ordinance, resolution, or policy statement justifying its action prior to setting and certifying its tax rate. The political subdivision should submit a copy of its hearing minutes and/or ordinance, resolution, or policy statement to the SAO along with the 2016 forms indicating the decision to increase the tax rate ceiling from the previous even numbered year(s) voluntarily reduced rate.

### **Tax Rate Calculators**

Tax rate calculators are available on the SAO web site, <a href="http://auditor.mo.gov">http://auditor.mo.gov</a>. One of the calculators is designed to assist in the calculation of the 2015 property tax rate and another calculator is designed to calculate prior year revisions of the 2014 property tax rate. Once the mandatory required input fields are entered, the data will automatically be entered into the electronic tax rate computation forms. These forms can be printed. The calculators can be used as a tool in determining your tax rate ceiling during the budgetary process or as a means to determine the preliminary tax rate ceiling.

The tax rate calculators include comment boxes explaining various line items on the data entry and Summary Page tabs of the Excel file that may be of use even if not completing the calculator. A comment page will be made available for anyone not able to access the tax rate calculators on our website.

Please note the use of these calculators are for informational purposes only. Any revision to the information on the tax rate forms must be submitted by the County on the State Auditors online Tax Rate System.

### Rounding Policy

Pursuant to Section 137.073.6, RSMo, each taxing authority shall express its proposed tax rate in a fraction equal to the nearest one/one hundredth of a cent (4-digits). A taxing authority shall round up a fraction greater than or equal to five/one thousandth of a cent to the next higher one/one hundredth of a cent, (i.e. 1.23454 to 1.2345 and 1.23455 to 1.2346). See the enclosed rounding worksheet.

### **Consumer Price Index**

The 2015 consumer price index (CPI) of 0.8% as certified by the State Tax Commission will be used in the tax rate computations.

### Attorney General Authorized to Obtain Injunctive Relief

Section 137.073.6, RSMo, states "if a taxing authority rejects a rate change certified by the state auditor and the state auditor does not receive supporting information which justifies the taxing authority's original or any subsequent proposed tax rate, then the state auditor shall refer the perceived violations of such taxing authority to the attorney general's office and the attorney general is authorized to obtain injunctive relief to prevent the taxing authority from levying a violative tax rate." The SAO will refer such violations to the Attorney General.

### **Questions and Information**

If you have any questions, please contact the tax rate section at (573) 751-4213.

## TAX RATE ROUNDING WORKSHEET

Each taxing authority shall express its proposed tax rate in a fraction equal to the nearest one/one hundredth of a cent (4-digits). A taxing authority shall round up a fraction greater than or equal to five/one thousandth of a cent to the next higher one/one hundredth of a cent.

## Please Review the Following:

EXAMPLE #1	
If your calculation =	1.2345 <u>4</u>
Round to get the Tax Rate Ceiling =	1.2345
To Levy a 4 Digit Rate (Levy up to the Tax Rate Ceiling) =	1.2345
To Levy a 3 Digit Rate = (1.235 is > the Tax Rate Ceiling & Not Compliant with MO Laws)	1.2340
To Levy a 2 Digit Rate = (1.24 is > the Tax Rate Ceiling & Not Compliant with MO Laws)	1.2300

EXAMPLE #2	
If your calculation =	1.2345 <u>5</u>
Round to get the Tax Rate Ceiling =	1.2346
To Levy a 4 Digit Rate (Levy up to the Tax Rate Ceiling) =	1.2346
To Levy a 3 Digit Rate = (1.235 is > the Tax Rate Ceiling & Not Compliant with MO Laws)	1.2340
To Levy a 2 Digit Rate = (1.24 is > the Tax Rate Ceiling & Not Compliant with MO Laws)	1.2300

The Tax Rate Ceiling is the Maximum Legal Rate Allowed to Comply With Missouri Laws for the Current Year. Any Rate Greater Than the Tax Rate Ceiling Is NOT Compliant with Missouri Laws.

4. Anticipated balance at end of current calendar year.
Show the anticipated bank balance on December 31, 2015 (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earnings due before December 31st).
Do not add the anticipated collections of this tax into this amount.

### NOTICE OF PUBLIC HEARING

A hearing will be held at 7:00 p.m., September 3, 2015, at Arnold City Hall at which citizens may be heard on the property tax rates proposed to be set by the City of Arnold. The tax rates shall be set to produce the revenue for the budget for the fiscal year beginning September 1, 2015, shows to be required from the property tax. This tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation.

ASSESSED	VALUATION (	after Board	of	Equalization)

	Current	Prior
2 - 1 20 200 Sec 1 1 1 1 2	Wildle Bridge	
Category	Tax Year	Tax Year
Real Estate	\$ 266,730,693	\$ 260,782,680
New Construction	1,355,900	4,609,296
Railroad & Utility	8,227,322	7,414,869
	\$ 276,313,915	\$ 272,806,845

### PROPOSED TAX RATE & REVENUE BUDGETED

General Fund

Levy per \$100		Amount of F		400 S 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1
Valua	ation	Rev	enue	)
FY 2016	FY 2015	FY 2016		FY 2015
40.11 cents	40.12	\$ 1,108,295	\$	1,094,501
cents	cents			

Tammi Casey, City Clerk City of Arnold

#### TAX RATE DATA ENTRY PAGE

Printed on: 8/20/2015

For Political Subdivisions Other Than Schools Levying a Single Rate on All Property (NOT WHOLLY IN ST. LOUIS COUNTY) **Political Subdivision Code:** 09-050-0001 INFORMAL TAX RATE CALCULATOR FILE (XX - XXX - XXXX) YEAR: 2015 Political Subdivision Name: City of Arnold Real Property Tax Purpose: INSTRUCTIONS: COMPLETE THE HIGHLIGHTED CELLS TO USE THIS TAX RATE CALCULATOR. CLICK ON THE TABS BELOW TO VIEW THE SUMMARY PAGE, FORM A, FORM B, FORM C, AND INFORMATIONAL DATA. PRINT OFF THE SUMMARY PAGE, FORM A, FORM B, FORM C, & INFORMATIONAL DATA IF DESIRED. Information gathered on this tab is used to calculate the Summary Page, Form A, Form B, Form C, & Informational Data tabs. Data entered in Column 1 is used to calculate the Tax Rate Ceiling had no voluntary reductions been taken in a prior even numbered year (see the Informational Data tab for this Column 1 Column 2 calculation). The political subdivision must use Column 2 for setting its property tax rate (see the Based on Prior Year Summary Page and Form A for this calculation). The numbers in the Column 2 may be different from Tax Rate Ceiling as if For Political Column 1 if a voluntary reduction was taken in a prior even numbered year. No Voluntary Reductions Subdivision Use Tax Rate Summary Page were Taken in a Prior in Calculating its 1) (2014) Prior Year Tax Rate Ceiling Revised if Applicable Even Numbered Year Tax Rate Column 1 (Prior Year Informational Tax Rate Data, Line F) Column 2 (Prior Year Tax Rate Summary Page, Line F minus Line H) 0.4012

Column 2 (1 1101 1 car 1 an 1 acc Dammar J 1 age, Em	er minus Emerij		0.4012	
2) Most Recent Voter Approved Rate (Prior Year's Tax R	ate Summary Page, Line E	or Form B, Line 15 if new ba	allot)	
PART A. Enter only the <u>Assessed Valuation</u> 1) (2015) Current Year Assessed Valuation	Real Estate 276,415,548	Personal Property	Total	
2) New Construction and Improvements	1,355,900	Calculated Amount	_	
3) Newly Added Territory			_	
4) (2014) Prior Year Assessed Valuation	272,806,845		_	
5) Newly Separated Territory			_	
6) Property Changed from Local to State Assessed			-	
PART B. Additional Voter Approved Rates - See F  1) Date of Election:	orm B for additional i	nstructions. 3) Election Results:	V.	
1a) Is this Election Increasing an Existing Rate?	(Yes or No)		Yes: No:	-
2a) Voter Approved Tax Rate or Increase. Attach Ballo Amount of Increase (an "increase of") or 2b) Stated Rate Approved (an "increase to")	ot.	4) Expiration Date (If Applicable):		_
Ballot Language Approved: Attach a sample ballot or s	tate the proposition pos	ed to the voters exactly a	as it appeared on the ballot.	
PART C. Debt Service Requirements - See Form C	for additional instruc	tions.		
1) (2016) Principal and Interest Payments for Next Ca				
2) Estimated Cost of Collection & Allowance for Delir	nguencies (Form C. Line	e 3)		

Informal Tax Rate Calculator File **Data Entry Page** 

3) (2017) Reasonable Reserve for Payments for Year Following Next Calendar Year (Form C, Line 4)

4) (2015) Anticipated December 31st Balance (Form C, Line 6)

(Form Revised 07-2015)

Printed on:

8/20/2015

TAX RATE SUMMARY PAGE

FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY

INFORMAL	TAX RATE	CALCULAT	OR FILE

(2015)City of Arnold 09-050-0001 Real Property Tax (Name of Political Subdivision) (Political Subdivision Code) (Purpose of Levy)

The	information to complete the Tax Rate Summary Page is available from prior year forms, computed on the attached forms, or on this page	ge.
	Information on this tab takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information on the Informational Data tab provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).	For Political Subdivision Use in Calculating its Tax Rate
A	Prior Year Tax Rate Ceiling as defined in Chapter 137, RSMo. Revised if the Prior Year Data	•
	Changed or a Voluntary Reduction was taken in a Non-Reassessment Year.	
	(Prior Year Tax Rate Summary Page, Line F minus Line H)	0.4012
В	Current Year Rate Computed Pursuant to Article X, Section 22 of the Missouri Constitution and	
	Section 137.073, RSMo. If no Voter Approved Increase (Form A, Line 18)	0.4011
C.	Amount of Rate Increase Authorized by Voters for Current Year (If Same Purpose) Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior assessment & increased by the CPI %. (Form B, Line 15)	
D.	Rate to Compare to Maximum Authorized Levy to Determine Tax Rate Ceiling	
	[Line B (if no election), Otherwise Line C (if there was an election)]	0.4011
E.	Maximum Authorized Levy	0.4011
	Enter the Most Recent Voter Approved Rate	
F.	Current Year Tax Rate Ceiling (Lower of Line D or E)	
	Maximum Legal Rate to Comply with Missouri Laws.	0.4011
G1.	Less Required Sales Tax Reduction taken from Tax Rate Ceiling (Line F), If Applicable	
G2.	Less 20% Required Reduction 1st Class Charter County Political Subdivision NOT Submitting an Estimate Non-Binding Tax Rate to the County(ies) taken from Tax Rate Ceiling (Line F).	
Η.	Less Voluntary Reduction By Political Subdivision taken from the Tax Rate Ceiling (Line F).	
	NOTICE: A VOLUNTARY REDUCTION TAKEN IN AN EVEN-NUMBERED YEAR WILL LOWER THE TAX RATE CEILING FOR THE FOLLOWING YEAR	
I.	Plus Allowable Recoupment Rate added to Tax Rate Ceiling (Line F). If Applicable (Attach Form G or H)	
J.	Tax Rate To Be Levied (Line F - Line G1 - Line G2 - Line H + Line I)	
AA.	Rate To Be Levied For Debt Service If Applicable (Form C, Line 10)	
BB.	Additional Special Purpose Rate Authorized By Voters After the Prior Year Tax Rates were Set.	
	Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior year assessment & increased by CPI %. (Form B, Line 15 if Different Purpose)	

NOTE: THIS IS AN INFORMAL TAX RATE CALCULATOR FILE INTENDED FOR POLITICAL SUBDIVISION PRELIMINARY CALCULATIONS ONLY. THIS FILE IS NOT INTENDED TO BE USED BY THE POLITICAL SUBDIVISION TO SUBMIT THEIR TAX RATE TO THE COUNTY.

ONLY THE PROFORMA PRINTED FROM THE STATE AUDITOR'S ON-LINE TAX RATE SYSTEM SHOULD BE SUBMITTED TO THE COUNTY TO SET THE FINAL TAX RATE.

IF THIS POLITICAL SUBDIVISION LEVIES A PROPERTY TAX RATE PARTIALLY OR WHOLLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS AND CHANGES ARE NECESSARY TO THE 2015 TAX RATE FORMS, PLEASE LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM AND ENTER UPDATED INFORMATION TO MAKE THOSE CHANGES AND SELECT SUBMIT. CONTACT THE STATE AUDITOR'S OFFICE IF YOU HAVE MISPLACED YOUR USER ID AND/OR PASSWORD.

OTHERWISE FOR POLITICAL SUBDIVISIONS NOT PARTIALLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS CONTACT YOUR COUNTY CLERK(S) TO HAVE THEM LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM TO MAKE ANY NECESSARY CHANGES.

Printed on:

COMPUTATION OF REASSESSMENT GROWTH AND RATE FOR COMPLIANCE WITH ARTICLE X, SECTION 22 AND SECTION 137.073 RSMo

8/20/2015 INFORMAL TAX RATE CALCULATOR FILE

FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVVING A SINCLE DATE ON ALL PROF

	OTHER THAN SCHOOLS LEVYING A SINGLE RATE O	
City of Arnold	09-050-0001 (Political Subdivision Code)  Include the current state and locally assessed valuation obtained	Real Property Tax
(Name of Political Subdivision)	(Political Subdivision Code)	(Purpose of Levy)
1. (2010)	accepted variation obtained	from the County Clerk,
County Assessor, or comparable office finalized b		
(a) <u>276,415,548</u> + (Real Estate)	(b) 0 = (Personal Property)	276,415,548 (Total)
		(Total)
2. Assessed Valuation of New Construction &	•	
2(a) - Obtained from the County Clerk or County	Assessor. 2(b) - Increase in Personal Property. Use to	
(B) 1,333,900 +	(b) $0 = 1$ Line $1(b) - 3(b) - 5(b) + 6(b) + 7(b)$	1,355,900 (Total)
(Real Estate)	If Line 2b is Negative, Enter Zero	(Total)
3 Assessed Value of Newly Added Territory	Obtained from the County Clerk or County Assessor.	
		0
(a) 0 + (Real Estate)	(Personal Property)	(Total)
4. Adjusted Current Year Assessed Valuatio	n [Line 1 (Total) - Line 2 (Total) - Line 3(Total)]	275,059,648
	ude prior year locally assessed valuation obtained from the Coun	
	by the local board of equalization. Note: If this is different tha	
Line 1. then revise the Prior Year tax rate form to	re-calculate the Prior Year tax rate ceiling. Enter the revised Pri	or Vear tay rate ceiling on this year's
Tax Rate Summary Page, Line A.	To sale that the There is a true coming. Enter the revised in	or real tax rate centing on this years
	(b) =	272 806 845
(a) 272,806,845 + (Real Estate)	(Personal Property)	272,806,845 (Total)
6. Assessed Value of Newly Separated Territ	ory Obtained from the County Clerk or County Assessor.	(Total)
(a)	(b) 0 =	0
(Real Estate)	(Personal Property)	(Total)
7. Assessed Value of Property Locally Assess	sed in Prior Year, but State Assessed in Current Year	Obtained from the County Clerk
or County Assessor.		
(a) 0 + (Real Estate)	(b) =	0
(Real Estate)	(Personal Property)	(Total)
8. Adjusted Prior Year Assessed Valuation [1	/2	272,806,845
	tary reduction(s) taken in previous even numbered year(s). If in an even use the lowered tax rate ceiling to calculate its tax rate, it can hold a public	For Political
	inance justifying its action prior to setting and certifying its tax rate. The	Subdivision Use
	les the rate that would be allowed had there been no previous voluntary	in Calculating its
reduction(s) taken in an even numbered year(s).	n of existing property in the current year over the prior year's asso	Tax Rate
[(Line 4 - Line 8) / Line 8] x 100	of existing property in the current year over the prior year's asse	
0. Increase in Consumer Price Index as Certifi	ind by the State Ten Commission	0.8258%
		0.8000%
1. Adjusted Prior Year Assessed Valuation (I		272,806,845
2. (2014) Tax Rate Ceiling from Prior Year		0.4012
	m property that existed in both years. [(Line 11 x Line 12) / 100]	1,094,501
4. Permitted Reassessment Revenue Growth		
	ower of the actual growth (Line 9), the CPI (Line 10), or 5%.	
	Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.8000%
5. Additional Reassessment Revenue Permitt	10	8,756
	* from property that existed in both years. (Line 13 + Line 15)	1,103,257
7. Adjusted Current Year Assessed Valuation		275,059,648
8. Maximum Tax Rate Permitted by Article		
	of a cent. Enter this rate on the Tax Rate Summary Page, L	ine B.
[(Line 16 / Line 17) x 100]		0.4011

To compute the total property tax revenues BILLED for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues BILLED would be used in estimating budgeted revenues.

	A 1 AMECO VII.
Informational Tax Rate Data	
This page shows the information that would have been on the line items for the Summary Page, Form A, and/or voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be us current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered follows the following steps in an even numbered vear.  Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordina its action prior to setting and certifying its tax rate.	Based on Prior Year Tax Rate Ceiling as if
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.	Even Numbered Year
Informational Tax Rate Summary Page Information	
A. Prior Year Tax Rate Ceiling (Prior Year Informational Tax Rate Data, Line F)	0.4012
B. Current Year Rate Computed (Informational Form A, Line 18 below)	0.4011
C. Amount of Increase Authorized by Voters for Current Year (Informational Form B, Line 15 bel	ow)
D. Rate to Compare to Maximum Authorized Levy [Line B (if no election), Otherwise Line C (if there we	as an elections)] 0.4011
E. Maximum Authorized Levy (Most Recent Voter Approved Rate)	
F. Tax Rate Ceiling if No Voluntary Reductions were Taken in a Prior Even Numbered Year (Lov	wer of Line D or E) 0.4011
Informational Form A, Lines 9-18	
9. Percentage Increase in Adjusted Valuation [(Form A, Line 4 - Line 8) / Line 8 x 100]	0.8258%
10. Increase in Consumer Price Index as Certified by the State Tax Commission.	0.8000%
11. Adjusted Prior Year Assessed Valuation (Form A, Line 8)	272,806,845
12. (2014) Tax Rate Ceiling From Prior Year (Informational Summary Page, Line A from above)	0.4012
13. Maximum Prior Year Adjusted Revenue from property that existed in both years. [(Line 11 x Lin	e 12) / 100] 1,094,501
14. Permitted Reassessment Revenue Growth	
The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), of A negative figure on Line 9 is treated as a zero for Line 14 purposes. Do not enter less than 0, nor more to	
15. Additional Reassessment Revenue Permitted (Line 13 x Line 14)	8,756
16. Total Revenue Permitted in Current Year from property that existed in both years. (Line 13 + Lin	ne 15)1,103,257
17. Adjusted Current Year Assessed Valuation (Form A, Line 4)	275,059,648
18. Maximum Tax Rate Permitted by Article X, Section 22 and Section 137.073 RSMo. If No Volu Reduction was Taken [(Line 16 / Line 17) x 100] Enter this rate on the Informational Data Page, L	· ·
Informational Form B, Lines 6-15	
6. Prior Year Tax Rate Ceiling to Apply Voter Approved Increase to.  (Informational Tax Rate Summary Page, Line A if Increase to an Existing Rate, Otherwise 0)	
7. Voter Approved Increased Tax Rate to Adjust (If an "Increase of" ballot, Line 5a + Line 6. If an "Increase to" ballot, Line 5b)	
8. Adjusted Prior Year Assessed Valuation (Form A, Line 8)	
9. Maximum Prior Year Adjusted Revenue from property that existed in both years. (Line 7 x Line 8	3 / 100)
10. Consumer Price Index (CPI) as Certified by the State Tax Commission.	0.8000%
11. Permitted Revenue Growth for CPI (Line 9 x Line 10)	
12. Total Revenue Allowed from the Additional Voter Approved Increase from property that existed in both years. (Line 9 + Line 11)	
13. Adjusted Current Year Assessed Valuation (Form A, Line 4)	
14. Adjusted Voter Approved Increased Tax Rate (Line 12 / Line 13 x 100)	

Informal Tax Rate Calculator File Informational Tax Rate Data

15. Amount of Rate Increase Authorized by Voters for the Current Year

(If Line 7 > Line 14, then Line 7, Otherwise, Line 14)

ORDINANCE NO.	

### AN ORDINANCE AMENDING CHAPTER 23-TRAFFIC, ARTICLE II-ADMINISTRATION AND ENFORCEMENT, SECTION 23-23.7-INTERSECTION STOPS, SCHEDULE G OF THE CITY CODE DESIGNATING AN INTERSECTION STOP ON JERE LANE AT ALICE DRIVE.

NOW, THEREFORE, BE IT ORDAINED BY THE CO MISSOURI, AS FOLLOWS:	UNCIL OF THE CITY OF ARNOLD,			
Section 1. Chapter 23-Traffic, Article II-Administration and Enforcement, Section 23-23.7 Intersection Stops, Schedule G of the Code of Ordinances is hereby amended to add:				
Traffic on Highway, Road, Street, or Alley Listed Below Shall Stop Intersection				
Jere Lane	Alice Drive			
Section 2. This Ordinance shall be in full force and effect from and after its passage by the City Council and its approval by the Mayor.				
READ TWO TIMES, PASSED AND APPROVED THI	S DAY OF September, 2015.			
	Presiding Officer of the City Council			
ATTEST:	Mayor Ron Counts			
City Clerk Tammi Casey				
1st reading: 2nd reading:				
APPROVED AS TO FORM:				
City Attorney Robert Sweeney				

We, the residents of Jere Lane, Southern Aire Subdivision, Arnold, Missouri, request the placement of opposite facing Stop Signs on Jere Lane at the intersection with Alice Street. This action is needed to slow down the traffic coming up and down Jere Lane for the safety of the children who live and walk on Jere Lane.

PRII	NTED NAME	SIGNATURE	<b>ADDRESS</b>	
1.	ERIC GR	14 25	1183 JERE	LN.
		n Serina Hrim		
	_	Reserver K Richard		
4.	- 4	herenert tukis	11	
5.	POBERTL'	VDSIEY Jolent Xin	daley 1182	JERE LANE
6.	1000 13	FAY LOUBLE	10690	TERE CAUR
7.	Charles M	Carty Charles	Mary 1075 :	JERE LN.
8.	DOROTHY / TIE	HTERKESSING,	1083 Ja	ERE LN,
9.	Grant buzma	in Grand Genza	1080 Je	e LN
10.	Sue Hoge	amiller Su Hoger	miller 10879	ere lane
11.	DEAUSIVY	DEPTENTE TO	201010, 1090	sere in.
12.	Mike Hous	LO AL	e 10917	iere Love
13.	Mary Hay	25 Man Ette	1091	Terelano
14.	JOSEP,	HR BRAU	Norsepl R 7096	JERE LAME
15.	Tanva 4	sollace Do val	laca 1187	Terri / n
16.	Janie 1	Basile Jam	in Bassel 118	7 For/n
17.	Jac'ime	Francis les	in dr. DE	Barre In
	-			
		13 Home	2 this Gage	

We, the residents of Jere Lane, Southern Aire Subdivision, Arnold, Missouri, request the placement of opposite facing Stop Signs on Jere Lane at the intersection with Alice Street. This action is needed to slow down the traffic coming up and down Jere Lane for the safety of the children who live and walk on Jere Lane.

PRII	NTED NAME	SIGNATURE	ADDRESS	
1.	Thomask	eine Thomake	ione 1176 Jeve CV	
2.	Abbey Dick		- 2630 Jers In	
3.	BRAD DICKONS	ON BH	2630 TOCE W	-
4.	DIANA BOUCK	Dana Bard	b 26% Jero Ln.	_
5.	Kelly B	rannam July By	annam 1191 Jeve In	
6.			annam 1191 SERE LA	
7.	Debr		Afry 1187 Jerela	
8.	SOSH AD	AMS Dell	1174 SAM L	
9.	ArmeeDilo	renzo / (ed)	Sconzo 244 alice à	2:
10.	( with	, hell		Afre CI
11.	Margie I.	ente magie Le	enta 1175 Jen In	
12.	Jack Len		A 1175 Dechy	-
13.	Josh Hric	Charl all	1195 Viere In	•
14.	Julia Lumo	. Breach	- 1195 Jeredh	-
15.	andiaro	LUM (Andrea Lo		-
16.	Willing	10/07	1199 Jere	•
17.	Dunda	- Deat	2601 Tere	1
	J	7 7	_ July July 1	.4)
		4		

12 Homes this Page

We, the residents of Jere Lane, Southern Aire Subdivision, Arnold, Missouri, request the placement of opposite facing Stop Signs on Jere Lane at the intersection with Alice Street. This action is needed to slow down the traffic coming up and down Jere Lane for the safety of the children who live and walk on Jere Lane.

	PRI	NTED NAME SIGNATURE ADDRESS
	1/	49H Chements (Nagol Claments) 26/9 Give Su.
	2.	Jacob Cloments Quellong 2619 Jevo La
	3,	Marilyn A. Clements margyn a. Clements 2619 Jese (a.
	4.	DOUG DHITEY WAY DAY 2637 JEIE LH
L	5.	Anthony Cosentino Anthony osenhow 2000 levely
	6.	Patricia Cosentino Potricia Cosentia 2660 Jere In.
	7.	Cody Barron Cody Barron 7667 Jere in Armold
	8.	Mark D. Barn Mark D. Brown 7667 Jere Ln
	9.	Govalage Songalace 2010/ Jere L.
	10.	Kunder 365 fesi he
	11.	RUSS MARCH Rus much 2625 New Zn.
	12.	Jacqueline Hastings How 179 Jere In
	13.	Coxey Haitings It 179 dere La
	14.	Fanny M. Roller Jon M. Roller 1095 Jereln.
	15.	David H. poller Constalle 1095 Jere L.M.
	16.	Julia Polson Aulia Yolan 1186 Jere Ln
	17.	MARK Pol Son Mal Pole 1186 Jone IN

11 Homes this Boge

We, the residents of Jere Lane, Southern Aire Subdivision, Arnold, Missouri, request the placement of opposite facing Stop Signs on Jere Lane at the intersection with Alice Street. This action is needed to slow down the traffic coming up and down Jere Lane for the safety of the children who live and walk on Jere Lane.

PRINTED NAME	SIGNATURE	ADDRESS
1. Del Davis	Ull lavis	2406 Gere Un.
2. Blue DAVES	Jan lan	2606 Gerel
3. DAVID HINZE	W	7424 JERE
4. RYAN HERTEL	Ryan Hotel	2605 JERE
5. Christina Herkl	Christina Hukel	
6. Julie Francis		2613 Jere Ln.
7. Stephon Jalona	Volha	1171 Jen Lh,
8. Tun MARCER	1-miles	1099 JERF LANE
o. Frank DiLorenzo	The Di	au4 alice Dr.
10.		
11.		
12.		
13		
14.		
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16		,
17.		
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7 Homes this Bogl

### CITY OF ARNOLD AGENDA ITEM SUMMARY

**AGENDA ITEM** 

7 A

NAME OF TOPIC/PROJECT: A resolution authorizing the public works department to purchase

asphalt bituminous materials through the MoDOT/state cooperative

purchasing program with listed suppliers.

SUMMARY EXPLANATION:

This resolution will allow the City to take advantage of the

MoDOT/state cooperative purchasing program for the supply of

asphalt bituminous materials.

RECOMMENDED ACTION:

Approval

Why is this action necessary? The expected purchase in the 2015/2016 budget year will be in

excess of \$10,000 and requires City Council approval.

What does this action accomplish?

Allows the public works department to take advantage of

the MoDOT/state cooperative purchase program for the

purchase of asphalt bituminous materials.

Positive impacts and to whom?

The City's public works department and the City

residents who benefit from the street repairs.

Negative impacts and to whom?

None.

ADDITIONAL COMMENTS:

As MoDOT posts new suppliers, our use will also change. The low unit price supplier will always be used unless that supplier cannot provide service for any number of reasons and requires us to call

the next lowest supplier for the asphalt mix material.

### SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name:

**Asphalt Bituminous Materials** 

Previous city contracts: Yes

Transaction amount: \$30,000.00

MBE/WBE Participation:

NA

Transaction type: Purchase Order

Comments:

#### SUMMARY OF SELECTION PROCESS

Number of bids: Three

Low bid: \$46.50/ton

High bid: \$49.75/ton

Comments: The two acceptable closest suppliers are Jefferson Barracks & South St. Louis

all now operated by Fred Weber, Inc.

SUMMARY OF BUDGET/COST

Budgeted amount: \$30,000.00 Addl. Funding Required: None required at this time.

Comments: Bidding was done through MoDOT/state and we are using through the

cooperative purchase program.

Z:\CITYADM\Agenda Item Summaries\Summaries 2015\2015 Purchase Asphalt Bituminous Meterials.doc August 6, 2015

### RESOLUTION NO: 15-39

A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE MODOT/STATE COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF ASPHALT BITUMINOUS MATERIAL FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR ASPHALT/CONCRETE STREET REPAIR FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnol hereby authorized to allow the use of the MoDOT/State purchase of asphalt bituminous materials for use by the asphalt/concrete street repairs for the City of Arnold dur	cooperative purchase program for the City's public works department for
A copy of said MoDOT quotation/tabulation is atta	ched hereto and made a part hereof
	Presiding Officer of the City Council
	Mayor Ron Counts
ATTEST:	Wayor Kon Counts
City Clerk Tammi Casey	
Date:	

### SL15-72-RW- ASPHALT MIX PRICING PAGE (S)

NOTE: (HOT MIX) MAY HAVE MORE THAN ONE PA LINE BY TYPE FROM SOME VENDORS.
WHEN ORDERING SPECIFY: TYPE-BB, OR BP-2. EFFECTIVE MARCH 1, 2015 THROUGH
FEBRUARY 28.

VENDOR/ITEM	COST/TON	PLANT LOCATION	PA LINE#	NIGHT
FRED WEBER VEN	DOP # 1206264	5450.2	LINE#	AVAILABILITY
		BILITY SHOULD BE SCHEDULEI	NUTUTU	PESOUNCE
INTEGRATION CEN	TER 214.720	8855. SUBJECT TO AVAILABILIT	VON ALOC	ATION BY
LOCATION BASIS.	1 LH, <u>314-737-</u>	BOSS. SUBSECT TO AVAILABILITY	IONALOC	ATION BI
	T			
HOT MIX	\$49.75	NORTH, SOUTH PLANTS,	001	YES quoted per
Same price for BB,,		O'FALLON, FESTUS		occurrence 200 ton
or BP-2		I	<u> </u>	min
please specify type)	Prices are sub	pject to change per MoDOT Asphalt Pr	rice Index thr	u 2-28-16, locations
	are seasonal a	nd will require 200 tons to open- plant	charges will	be quoted
COMMERCIAL		vinter prices are effective from Decem		March and supersede
MIX (may check		; night work will be quoted per occurr		
with pavement	\$57.75	KINGSHIGHWAY	002	YES
specialist to use)				QUOTED PER
				OCCURANCE
EZ	\$99.95	NORTH, SOUTH, FESTUS,	003	YES 200 TON
STREET(FWI#251)		KINGSHIGHWAY, OFallon		MIN
, ,				
SS1-H	\$10.00/GAL	NORTH, SOUTH, FESTUS,	004	NO
(5 gallon pail)		KINGSHIGHWAY, O'FALLON		1.0
314-962-3145 ( Brentu	vood): 573-732		ouse Springs)	:
314-962-3145 ( Brentw 636-257-6625 ( Pacific	vood) : 573-732 :)	0 -5397 (Bourbon): 636-375-3223 ( Ho		
<mark>314-962-3145 ( Brent</mark> a 6 <mark>36-257-6625 ( Pacifi</mark> o HOT MIX	vood): 573-732		005	YES-UPON
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB,	vood) : 573-732 :)	0 -5397 (Bourbon): 636-375-3223 (He , PACIFIC, HOUSE SPRINGS		YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2	\$46.00	, PACIFIC, HOUSE SPRINGS  UPON REQUEST:	005	YES-UPON
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type)	\$46.00	0 -5397 (Bourbon): 636-375-3223 (He , PACIFIC, HOUSE SPRINGS	005	YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix	\$46.00 \$1500	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M	005	YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER.	\$46.00	, PACIFIC, HOUSE SPRINGS  UPON REQUEST:	005	YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER.	\$46.00 \$1500 \$105.00	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M	005 IIN.	YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER.	\$46.00 \$1500	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M  PACIFIC HOUSE SPRINGS;	005	YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER.	\$46.00 \$1500 \$105.00 \$110.00	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: .00 PLANT OPENING 300 TON M  PACIFIC  HOUSE SPRINGS; BRENTWOOD	005 IIN. 006 007	YES-UPON REQUEST & DEP.
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER.	\$46.00 \$1500 \$105.00 \$110.00	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: .00 PLANT OPENING 300 TON M  PACIFIC  HOUSE SPRINGS; BRENTWOOD  BOURBON	005 IIN.	YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER. COLD MIX	\$46.00 \$1500 \$105.00 \$110.00	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: .00 PLANT OPENING 300 TON M  PACIFIC  HOUSE SPRINGS; BRENTWOOD	005 IIN. 006 007	YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER. COLD MIX	\$46.00 \$46.00 \$1500 \$105.00 \$110.00 \$115.00 N VENDOR #	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: .00 PLANT OPENING 300 TON M  PACIFIC  HOUSE SPRINGS; BRENTWOOD  BOURBON	005 IIN. 006 007	YES-UPON REQUEST & DEP
314-962-3145 ( Brentw 636-257-6625 ( Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER. COLD MIX	\$46.00 \$1500 \$105.00 \$110.00	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M  PACIFIC  HOUSE SPRINGS; BRENTWOOD  BOURBON  4318457420 0 314-524-7223	005 IIN. 006 007 008	YES-UPON REQUEST & DEP ON VOLUME  YES-CALL TO
314-962-3145 ( Brentweet 1986) ( Brentweet 1986) ( Pacific 198	\$46.00 \$46.00 \$1500 \$105.00 \$110.00 \$115.00 N VENDOR #	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M PACIFIC  HOUSE SPRINGS; BRENTWOOD BOURBON 4318457420 0 314-524-7223  FORT BELLE, ST. CHARLES,	005 IIN. 006 007 008	YES-UPON REQUEST & DEP ON VOLUME  YES-CALL TO MAKE ARRANG
314-962-3145 ( Brentweet 1986) ( Brentweet 1986) ( Pacific 198	\$46.00 \$46.00 \$1500 \$105.00 \$110.00 \$115.00 N VENDOR #	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M PACIFIC  HOUSE SPRINGS; BRENTWOOD BOURBON 4318457420 0 314-524-7223  FORT BELLE, ST. CHARLES, ANTONIA,MOSCOW MILLS	005 IIN. 006 007 008	YES-UPON REQUEST & DEP ON VOLUME  YES-CALL TO MAKE ARRANG \$2500 min chg to
314-962-3145 ( Brentweet 1985) ( Brentweet 1985) ( Pacific 198	\$46.00 \$46.00 \$1500 \$105.00 \$110.00 \$115.00 N VENDOR #	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M PACIFIC  HOUSE SPRINGS; BRENTWOOD BOURBON  4318457420 0 314-524-7223  FORT BELLE, ST. CHARLES, ANTONIA,MOSCOW MILLS JEFFERSON BARRACKS,	005 IIN. 006 007 008	YES-UPON REQUEST & DEP ON VOLUME  YES-CALL TO MAKE ARRANG \$2500 min chg to open plant 300 to
314-962-3145 ( Brentwee 636-257-6625 ( Pacific 636-257-6625 ( Pacific 636-257-6625 ( Pacific 64625 ( Pacific 6	\$46.00 \$1500 \$105.00 \$110.00 \$115.00 N VENDOR #	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M  PACIFIC  HOUSE SPRINGS; BRENTWOOD  BOURBON  4318457420 0 314-524-7223  FORT BELLE, ST. CHARLES, ANTONIA, MOSCOW MILLS JEFFERSON BARRACKS, ANTIRE	005 IIN. 006 007 008	YES-UPON REQUEST & DEP ON VOLUME  YES-CALL TO MAKE ARRANG \$2500 min chg to open plant 300 to min.
314-962-3145 ( Brentwee 636-257-6625 ( Pacific 636-257-6625 ( Pacific 636-257-6625 ( Pacific 64625 ( Pacific 6	\$46.00 \$1500 \$105.00 \$110.00 \$115.00 N VENDOR #	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M PACIFIC  HOUSE SPRINGS; BRENTWOOD BOURBON  4318457420 0 314-524-7223  FORT BELLE, ST. CHARLES, ANTONIA,MOSCOW MILLS JEFFERSON BARRACKS,	005 IIN. 006 007 008	YES-UPON REQUEST & DEP ON VOLUME  YES-CALL TO MAKE ARRANG \$2500 min chg to open plant 300 to
636-257-6625 (Pacific HOT MIX Same price for BB, or BP-2 (please specify type) Commercial mix UPM HIGH PER. COLD MIX	\$46.00 \$1500 \$105.00 \$110.00 \$115.00 N VENDOR #	, PACIFIC, HOUSE SPRINGS  UPON REQUEST: 0.00 PLANT OPENING 300 TON M  PACIFIC  HOUSE SPRINGS; BRENTWOOD  BOURBON  4318457420 0 314-524-7223  FORT BELLE, ST. CHARLES, ANTONIA, MOSCOW MILLS JEFFERSON BARRACKS, ANTIRE	005 IIN. 006 007 008	YES-UPON REQUEST & DEP ON VOLUME  YES-CALL TO MAKE ARRANG \$2500 min chg to open plant 300 to min.
314-962-3145 ( Brentweet 1986) ( Brentweet 1986) ( Pacific 198	\$46.00 \$1500 \$105.00 \$110.00 \$115.00 N VENDOR #	, PACIFIC, HOUSE SPRINGS  UPON REQUEST:  .000 PLANT OPENING 300 TON M  PACIFIC  HOUSE SPRINGS; BRENTWOOD  BOURBON  4318457420 0 314-524-7223  FORT BELLE, ST. CHARLES, ANTONIA, MOSCOW MILLS JEFFERSON BARRACKS, ANTIRE  PLANT OPENING FEE	005 IIN. 006 007 008	YES-UPON REQUEST & DEP. ON VOLUME  YES-CALL TO MAKE ARRANG \$2500 min chg to open plant 300 tor min.



## 1620 Woodson Road • St. Louis, Missouri 63114 Office (314) 524-7223 • Fax (314) 991-5183 www.paceconstructionstl.com

June 26, 2015

Dear Commercial/ Municipality Customer,

We want to personally inform you of changes that will be happening within Pace Construction and the asphalt industry in the St. Louis area. We have recently entered into an agreement with Fred Weber Inc. to purchase our asphalt plants in the greater St. Louis area. These plants include: Moscow Mills, St. Charles, Antire, Jefferson Barracks, Antonia and Ft. Belle. Fred Weber Inc. will begin operating these plants on July 1, 2015.

With this mind, we would like to take the time to thank you for your many years of business with us and your customer loyalty. We can't express our gratitude enough for all the business you have sent our way over the years. We strived for customer service and producing a quality product.

Pace Construction will still be a full service highway and bridge contractor. With our outstate asphalt plants located in Danville, West Plains and two portable plant locations. We will still be pricing asphalt for projects you may have in those areas.

We realize there may be some difficulties with this transition, but please be assured that we will do our best to make it as smooth as possible.

Should you have any questions, please free to call me.

Kind Regards,

Tom Mitana - V.P. Material Resources

John Meyer - Asphalt Sales

Phil Hocher - President

## CITY OF ARNOLD AGENDA ITEM SUMMARY

**AGENDA ITEM** 

7 B

NAME OF TOPIC/PROJECT: A resolution authorizing the public works department to purchase

rock materials through the MoDOT/state cooperative purchasing

program with Bussen Quarries.

SUMMARY EXPLANATION: This resolution will allow the City to take advantage of the

MoDOT/state cooperative purchasing program for the supply of

rock materials.

RECOMMENDED ACTION: Approval

Why is this action necessary? The expected purchase in the 2015/2016 budget year may be

\$15,000 and requires City Council approval.

What does this action accomplish? Allows the public works department to take

advantage of the MoDOT/state cooperative purchase

program for the purchase of rock materials.

Positive impacts and to whom? The City's public works department and the City

residents who benefit from the street repairs.

Negative impacts and to whom? None.

ADDITIONAL COMMENTS: As MoDOT posts new suppliers, our use will also change. The low

unit price supplier will always be used unless that supplier cannot provide service for any number of reasons and requires us to call the next lowest supplier for the rock mix material. However, the

Bussen Quarry is most convenient for the public works

departments use.

### SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name: Rock Materials Previous city contracts: yes

Transaction amount: \$15,000.00 MBE/WBE Participation: NA

Comments:

Transaction type:

### SUMMARY OF SELECTION PROCESS

Number of bids: Four Low bid: \$5.90/ton High bid: \$13.00/ton

Comments: The closest supplier to the City is Bussen Quarry.

**Purchase Order** 

### SUMMARY OF BUDGET/COST

Budgeted amount: \$15,000.00 Addl. Funding Required: None required at this time.

Comments:

Bidding was done through MoDOT/state and we are using through the

cooperative purchase program.

Z:\CITYADM\Agenda Item Summaries\Summaries 2015\2015 Rock Materials Bussen Quarries.doc August 5, 2015

RESOLUTION NO: 15-40

A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE MoDOT/STATE COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF ROCK MATERIALS FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR ASPHALT/CONCRETE STREET REPAIR FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to allow the use of the MoDOT/State cooperative purchase program for the purchase of rock materials for use by the City's public works department for asphalt/concrete street repairs for the City of Arnold for the 2015/2016 budget year.

A copy of said contract is attached hereto and made a part hereof reference.

	Presiding Officer of the City Council
ATTEST:	Mayor Ron Counts
City Clerk Tammi Casey	
Date:	

August 6, 2015 Z:\CITYDOCS\RESOLUTN\15-40 Rock Material 2015 Public Works Dept.doc

### SL15-071-RW On Call Rock,

Listed below are the responses received to the above request for quotation.

Materials must meet specifications as described in the 2011 Missouri Standard Specifications for Highway Construction. Other items may be added as needed. REVISED 3/3/15 to add Mid-Missouri Limestone to agreement.

BUSSEN QUARRIE	S	Bussen- 5000 Bussen Rd, 63129- 314-894-8777	Antire- 6800 Bussen Rd 63025 636-938-4910	Trautman 8799 Trautman Quarry Rd 63070;636-475-5555	63051
Product Description	U/M	Pickup Unit Price	Pickup Unit Price	Pickup Unit Price	Pickup Unit Price
Gabion Stone	Ton	11.00	11.00	n/a	10.80
Rip Rap	Ton	11.50	n/a	n/a	13.00
Shot Rock	Ton	5.00	5.00	5.00	5.50
1" Clean	Ton	9.30	9.30	8.70	9.30
1 ½" Clean	Ton	8.00	8.00	7.40	8.00
2" Clean	Ton	8,00	8.00	7.40	8.00
3" Clean	Ton	n/a	n/a	n/a	n/a
4" - 6" Clean	Ton	n/a	8.00	n/a	n/a
1" Road Rock	Ton	5,50	5.50	5.20	5.50
1 ½" Road Rock	Ton	n/a	n/a	n/a	n/a
1 1/2" Road Rock	Ton	n/a	n/a	n/a	n/a
2" Road Rock	Ton	5,50	5.50	5.20	5.50
3" Road Rock	Ton	n/a	п/a	n/a	n/a
3" Base Rock	Ton	n/a	n/a	11/a	n/a
Ditch Liner	Ton	13.00	13.00	13.00	n/a
Type 2 Rock Blanket	Ton	13.00	13.00	13.00	n/a
Type 1 Base (MoDOT Spec. 8) Section 1007: Type 1	Ton	5.90	5.90	5.50	5.90
Aggregate Chips (MoDOT Spec. 4) Aggregates for Seal Coats Sec. 1003, Grade C	Ton	n/a	n/a	n∕a	n/a
Aggregate for Surfacing (MoDOT Spec. 3) 1" Surface Stone Sec. 1006 Grade A or B	Ton	5.90	5.90	5.50	5.90
Snow and Ice Control Chips (MoDOT Spec. 5) Limestone Only Section 1006	Ton	5.90	5.90	5.50	5.90
Sand - Manufactured Only Section 1002.3	Ton	n/a	8.50	n/a	n/a
Sand - Natural River Section 1005.3	Tọn	6.75	n/a	n/a	n/a

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**AGENDA ITEM** 

7 C

NAME OF TOPIC/PROJECT: A resolution authorizing the public works department to purchase

concrete ready mix through the Jefferson County cooperative

purchasing program with listed suppliers.

SUMMARY EXPLANATION: This resolution will allow the City to take advantage of the

Jefferson County cooperative purchasing program for the supply

of concrete ready mix during the 2015/2016 budget year.

RECOMMENDED ACTION: Approval

Why is this action necessary? The expected purchase in the 2016 budget year will be in

excess of \$40,000 and requires City Council approval.

What does this action accomplish? Allows the public works department to take

advantage of the Jefferson County cooperative purchase

program for the purchase of concrete ready mix.

Positive impacts and to whom?

The City's public works department and the City

residents who benefit from the street repairs.

Negative impacts and to whom? None.

ADDITIONAL COMMENTS: As Jefferson County posts new suppliers, our use will also change.

The low unit price supplier will always be used unless that supplier cannot provide service for any number of reasons and requires us

to call the next lowest supplier for the ready mix material.

### SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name:

Concrete Ready Mix

Previous city contracts: Yes

Transaction amount: \$40,000.00

MBE/WBE Participation: NA

Transaction type: Purchase Order

Comments:

### SUMMARY OF SELECTION PROCESS

Number of bids: Four

Low bid: \$75.00/c.y.

High bid:\$80.00/c.y.

Comments:

The ranking of suppliers is as follows: Arnold Ready Mix, Eastern Missouri Concrete, Breckinridge Material Company, and AAA Zoellner. We will always use the low price supplier unless that supplier cannot make material delivery

when needed. We will then go to the next lowest supplier as necessary.

### SUMMARY OF BUDGET/COST

Budgeted amount: \$40,000.00

Addl. Funding Required: None required at this time.

Comments:

Bidding was done through Jefferson County and we are using through the

cooperative purchase program.

August 5, 2015 Z:\CITYADM\Agenda Item Summaries\Summaries 2015\2015 Concrete Purchase (Concrete Ready Mix).doc

RESOLUTION NO: 15-41

A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE JEFFERSON COUNTY COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF CONCRETE READY MIX FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR CONCRETE STREET AND SIDEWALK REPAIRS FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to allow the use of the Jefferson County cooperative purchase program for the purchase of concrete ready mix for use by the City's public works department for concrete street and sidewalk repairs for the City of Arnold during the 2015/2016 budget year.

A copy of said contract is attached hereto and made a part hereof reference.

	Presiding Officer of the City Council
ATTEST:	Mayor Ron Counts
City Clerk Tammi Casey	
Date:	

August 5, 2015

Z:\CITYDOCS\RESOLUTN\15-41 Concrete Ready Mix 2015.doc

READY MIX CONCRETE BID OPENING	AAA ZOELLNER MATERIALS INC	ARNOLD READY MIX CORP	BRECKENRIDGE MATERIAL	EASTERN MISSOURI CONCRETE
2-20-15	PO BOX 2168 IMPERIAL MO 63052	PO BOX 69 IMPERIAL MO 63052	2833 BRECKENRIDGE INDUSTRIAL CT ST LOUIS MO 63144	PO BOX 440187 ST LOUIS MO 63144
CLASS OF CONCRETE				
B (3,000 psi)		manufacture and the second of the second		
w/Crushed Stone (\$/C.Y.)	\$78.50	\$74.00	\$76.00	\$74.00
w/Sand and gravel (\$/C.Y.)	\$81.00	\$74.00	\$79.00	\$77.00
B-1 (4,000 psi)				
w/Crushed Stone (\$/C.Y.)	\$82.50	\$78.00 \$78.00	\$79.50 \$82.50	\$78.00
w/Sand and gravel (\$/C.Y.) B-2 (4000 psi)	\$85.00	\$78.00	\$82.30	\$81.00
w/Crushed Stone (\$/C.Y.)	\$84.50	\$81.00	\$83.00	\$80.00
w/Sand and gravel (\$/C.Y.)	\$87.00	\$81.00	\$86.00	\$83.00
Pavement				
w/Crushed Stone (\$/C.Y.)	\$80.00	\$75.00	\$76.00	\$75.00
w/Sand and gravel (\$/C.Y.)	\$82.50	\$75.00	\$79.00	\$78.00
CONCRETE		The second secon		
8 Sack	500.50	\$97.50	£00.50	*94.00
w/Crushed Stone (\$/C.Y.) w/Sand and gravel (\$/C.Y.)	\$90.50 \$93.00	\$86.50 \$86.50	\$88.50 \$91.50	\$84.00 \$87.00
6 Sack	\$73,00	300.30	\$71.50	<b>₽07.00</b>
w/Crushed Stone (\$/C.Y.)	\$82.50	\$78.50	\$79.00	\$76.00
w/Sand and gravel (\$/C.Y.)	\$85.00	\$78.50	\$82.00	\$79.00
4 Sack				
w/Crushed Stone (\$/C.Y.)	\$74.50	\$71.00	\$72.50	\$70.50
w/Sand and gravel (\$/C.Y.)	\$77.00	\$71.00	\$75.50	\$73.50
3 Sack (Grout) w/Crushed Stone (\$/C.Y.)	\$71.50	\$68.00	F49 00	\$67.50
w/Sand and gravel (\$/C.Y.)	\$74.00	\$68.00	\$68.00 \$71.00	\$67.50 \$70.50
Permeable Backfill	\$74.00	300.00	\$71.00	\$70.30
S/C.Y.	VARIES	\$70.00	\$72.50	VARIES PER MIX
ADDITIONAL CHARGES				
COST:				
Short load charge for less than 4 cu, Yards is:	(Changed 4 to 5 cu yard) \$35.00 / yard up to minimum	\$75.00	billing) 2-2 3/4 cubic yards/ \$100.00 3-3 3/4 cubic yards/ \$75.00 4-4 3/4 cubic yards/ \$50.00 5-5 3/4 cubic yards/	2-2.75 = \$100.00 3-3.75 = \$75.00 4-4.75 = \$50.00 5-5.75 = \$25.00
			\$25.00	
Additional charge for Mileage:	N/A	N/A	0	N/A
Winter Service: per yard	\$5.25 \$2.10	\$5.00 \$2.00	\$5.00 \$2.00	\$5.00 \$2.00
2% calcium: per yard	\$4.20	\$4.00	\$4.00	\$4.00
1 extra sack of cement: per yard	\$6.00	\$6.00	\$6.00	\$6.00
5.5% Air Entrainment per yard	\$0.00	\$0.00	\$0.00	\$0.00
Concrete Test Cylinders ea.	\$2.00	\$2.00	\$2.00	\$2.00
per case	\$48.00	\$48.00	\$55,00	\$72.00
Prices Good Until	At least 12/31/15	2/20/16	3/31/16	3/31/16
Boxed checked stating you are willing to provide monthly price adjustments to the county, no later than the final Thursday of the month before the adjustments take effect. (Y/N)	YES	NO	NO	NO
NOTARIZED WORK AFFIDAVIT COMPLETED	YES	YES	YES	YES
COPY OF INSURANCE PROVIDED	YES	YES	YES	NO
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	NO	YES	YES	YES
COOPERATIVE BID FORM (Y/N)	YES	NO	YES	YES
COOPERATIVE CONTACT INFO:	YES	NO	YES	YES
COMPANY INFORMATION AND SIGNATURE	YES	YES	YES	YES
BID DEPOSIT REQUIRED	N/A	N/A	N/A	N/A
COMMENTS:				

### CITY OF ARNOLD AGENDA ITEM SUMMARY

AGENDA ITEM

7 D

NAME OF TOPIC/PROJECT: A Resolution authorizing the purchase of Two (2) Ford Fusion

the State Cooperative program. Contract 3-140926TV.

Hybrid cars for the Parks and Public Works Departments through

SUMMARY EXPLANATION: To replace the existing autos for the Parks and the Public Works

Department.

RECOMMENDED ACTION: APPROVAL.

Why is this action necessary? To provide the Parks and Public Works supervisory staff

with proper multi person car transport and other daily

work needs.

What does this action accomplish? Provides dependable transportation needs to the

Departments and replacement of older very high mileage

vehicles.

Positive impacts and to whom?

To the Parks and Public Works Departments.

Negative impacts and to whom?

None.

ADDITIONAL COMMENTS: Purchased through the State Cooperative Program Contract.

### SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name:

Joe Machens Ford

Previous city contracts: Yes

Transaction amount: \$23,043.00 (Each)

MBE/WBE Participation: NA

Transaction type: Direct purchase per State Cooperative Contract.

Comments: Purchase through State Cooperative Contract

### SUMMARY OF SELECTION PROCESS

Number of bids: State Cooperative Contract

Low bid: \$23,043.00 (Each)

High bid: N/A

Comments:

### SUMMARY OF BUDGET/COST

Budgeted amount:

\$26,000.00 Each

Addl. Funding Required: NONE

Comments:

August 25, 2015 Z:\CITYADM\Agenda Item Summaries\2015 Purchase of Ford Fusion Hybrid Car.doc

RESOLUTION NO: 15-42

# A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD FUSION HYBRID CARS THROUGH THE STATE COOPERATIVE PURCHASING PROGRAM.

BE IT RESOLVED by the Council of the City of Arnol Works Departments, are hereby authorized to each pure the State Cooperative purchasing program.	
A copy of said contract is attached hereto and made a pa	art hereof reference.
	Presiding Officer of the City Council
	Mayor Ron Counts
ATTEST:	
City Clerk Tammi Casey	
Date:	

August 25, 2015 Z:\CITYDOCS\RESOLUTN\15-42 Purchase of a Ford Fusion Hybrid 2015.doc

PARKS

### ITEM #22 - New standard equipped 2015 Mid-Size 4-Door Sedan, Hybrid Engine

### **ACCEPTABLE MAKES AND MODELS:**

Standard Ford Fusion

All units must contain the following options:

1. Hybrid Engine

2.0L

141/188

- 2. Automatic Transmission
- 3. Air conditioning
- 4. LH and RH mirrors
- 5. Four manufacturers all-season tires plus spare replaced with tire mobility kit 225/50R17
- 6. ABS brakes 4 Wheel
- 7. Brakes, hydraulic power, front and rear disc
- 8. Speed control and tilt wheel
- 9. Rubber floor mats
- 10. 3 sets of keys

### **DEALER COMPLETE IN DETAIL:**

2015 MAKE: FORD

MODEL: FUSION HYBRID "S"

EACH: \$23,043

COLOR: SILVER

INTERIOR: BONE

MPG: CITY 44/HWY 41

**FUEL CAPACITY: 13.5** 

**OIL CAPACITY: 4.5 QTS** 

**BUMPER TO BUMPER WARRANTY: 3 YRS OR 30,000 MILES** 

POWERTRAIN WARRANTY: 5 YRS OR 60,000 MILES

**OPTIONAL EQUIPMENT** 

Option 22A.

Power windows and door locks

std.

Option 22B.

Defroster rear window w/electric

std.

Option 22C.

**Bluetooth Capability** 

std.

Please indicate below the percent )%) discount off MSRP for all vehicle options available in your data book or pricing guides:

Discount off MSRP for all data Book or Pricing Guide Options: - % Discount 10

Delivery will be made approximately 70-90 days after receipt of order

PuBLic Works

### ITEM # 22 - New standard equipped 2015 Mid-Size 4-Door Sedan, Hybrid Engine

### ACCEPTABLE MAKES AND MODELS:

Pou	Standard Ford Fusion
99U + +	All units must contain the following options:  1. Hybrid engine (Size 2.0L Horsepower 141/188  2. Automatic Transmission  3. Air conditioning  4. LH & RH mirrors  5 perce ala -replaced al Tire Mobility Kit  5. Four manufacturer's all-season tires plus manufacturer's standard size spare tire and wheel (Size) 725/50 R/7  6. ABS Brakes 4 Wheel  7. Brakes, Hydraulic power, front and rear disc  8. Speed control and tilt wheel  9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat  10. 3 sets of keys
	DEALER COMPLETE IN DETAIL:
	2015 MAKE Ford MODEL Fusion Hybrid's' EACH \$ 23,043
	MPG: CITY 44 HWY 41 FUEL CAPACITY 13.5 gal OIL CAPACITY 4.5 gts.
	BUMPER TO BUMPER WARRANTY 3yrs or 36,000 mi.
	POWERTRAIN WARRANTY 5 yrs or 60,000 mi.
	EXTENDED WARRANTY Call For pricing
	OPTIONAL EQUIPMENT PRICES, Item # 22
	Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.
	Option 22A. Power windows and Door Locks EACH \$
	Option 22B. Defroster Rear Windo w electric EACH \$
	Option 22C. Bluetooth Capability EACH \$ S+c
	Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.
	Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount (O
	Delivery will be made approximately 70-90 days after receipt of order.

### CITY OF ARNOLD AGENDA ITEM SUMMARY

**AGENDA ITEM** 

7 E

NAME OF TOPIC/PROJECT: A resolution authorizing the Mayor to issue a Task Order to Intuition & Logic (under an existing City contract) to provide continuing engineering design services for the Farmcrest Drive storm sewer and storm water improvements project.

SUMMARY EXPLANATION: The City needs to address the long existing storm water drainage problems in the area of Farmcrest Drive. The extent of the design work requires the Mayor and the Council to approve before the City can approve the Task Order with Intuition and Logic to undertake the required design and plan preparation work.

RECOMMENDED ACTION: APPROVAL

Why is this action necessary? The Council must approve this task order expenditure

due to the scope of work cost.

What does this action accomplish? This resolution approval will allow the City to proceed

with proposed storm water design plans.

Positive impacts and to whom?

Many residents along Farmcrest Drive.

Negative impacts and to whom?

None

ADDITIONAL COMMENTS:

### SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name: Intuition & Logic

Previous city contracts: Yes

Transaction amount: \$16,449.00

Transaction type: Contract Task Order

Comments: Storm Water Task Order Assignment to Intuition & Logic

September 3, 2015

Z:\CITYADM\Agenda Item Summaries\Summaries 2015\Farmcrest Drive 2015 September.doc

# A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A TASK ORDER WITH INTUITION & LOGIC TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CONTINUATION OF THE FARMCREST DRIVE STORM SEWER AND STORM WATER IMPROVEMENTS PROJECT FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a Task Order with Intuition & Logic to provide continuing Engineering Design Services for the Farmcrest Drive Storm Sewer and Storm Water Improvements Project for the City of Arnold in the 2016 budget year.

A copy of said contract is attached hereto and made a part hereof reference.

	Presiding Officer of the City Council
ATTEST:	Mayor Ron Counts
City Clerk Tammi Casey	
Date:	

September 3 2015

Z:\CITYDOCS\RESOLUTN\15-43 Farmcrest Drive 2015.doc

# GENERAL SERVICE AGREEMENT BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC FOR PROFESSIONAL SERVICES FOR STORMWATER PROJECTS

This General Service AGREEMENT (AGREEMENT) is entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L), for the following reasons:

- 1. CITY requires services for CITY Stormwater Projects; and,
- 2. I&L is prepared to provide the Services.

In consideration of the promises contained in this AGREEMENT, CITY and I&L agree as follows:

### ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be this 25 day of April , 2012.

### **ARTICLE 2 - GOVERNING LAW**

This AGREEMENT shall be governed by the laws of the State of Missouri.

### **ARTICLE 3 - TASK ORDERS**

The CITY shall identify potential projects under this AGREEMENT by issuing Task Order requests for each project. Task Order requests may be issued to I&L by the CITY either orally or in writing.

I&L shall provide scope of services, schedule and fee estimate to the CITY for each Task Order request. The CITY shall review task orders and negotiate with I&L.

Task Orders shall be approved by mutual written approval by both the CITY and I&L.

### ARTICLE 4 - SCOPE OF SERVICES

I&L shall provide a written Scope of Services to the CITY for each project task order at the request of the CITY.

### ARTICLE 5 - SCHEDULE

I&L shall provide a written Schedule to the CITY for each project task order at the request of the CITY.

### **ARTICLE 6 - COMPENSATION**

I&L shall provide a written Fee Estimate to the CITY for each project task order at the request of the CITY.

The CITY shall pay I&L in accordance with the approved Task Order(s).

I&L shall submit periodic statements for Services rendered. If CITY objects to any statement submitted by I&L, CITY shall so advise I&L in writing giving reasons therefor within fourteen days (14) of receipt of such statement. If no such objection is made, the statement will be considered acceptable to CITY. At a minimum, all invoices shall include the following specific information: a unique invoice number; an itemized statement of the work performed; and a statement of amounts previously billed, amount of the current invoice, and total amount billed to date.

CITY shall pay I&L within thirty (30) days of receipt of invoice.

### **ARTICLE 7 - SUBCONTRACTING**

No part of the services to be performed by I&L hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve I&L of the primary responsibility for the quality and performance of the work. I&L shall assure that all subcontractors as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this AGREEMENT, and, without limiting the generality of the foregoing, compliance with all state and federal laws applicable to contracts of this type.

### **ARTICLE 8 - INDEMNIFICATION**

I&L shall indemnify and hold harmless CITY from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of I&L or any person or organization for whom I&L is legally liable.

### **ARTICLE 9 - INSURANCE**

During the performance of the Services under this AGREEMENT, I&L shall maintain the following insurance with carriers having a Best's rating of at least B+ and authorized to do business in the state in which the Services are being performed:

- (a) General Liability Insurance on a coverage form equal to ISO CG 00 01, on an occurrence basis, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including a per-project endorsement.
- (b) Automobile Liability Insurance to include coverage for all hired, owned and non-owned vehicles, with a combined single limit of not less than \$1,000,000.
- (c) Workers' Compensation Insurance, in accordance with the laws of the state in which the Services are being performed, and Employers' Liability Insurance with limits according to such statutory requirements, or \$500,000 for each accident, whichever is greater. Where Services fall within the authority of the United States Longshoreman's and Harbor Workers Compensation Act, or the Jones Act, I&L's insurance shall include such Acts.
- (d) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and annual aggregate.
- (e) I&L shall provide and maintain the following if applicable to the Services:
  - i. When operations related to the Services hereunder will involve subsurface investigation (such as soil samples, core drilling, test wells, etc.), I&L, or its subcontractor(s) as applicable, shall maintain Contractor's Pollution Liability Insurance, including bodily injury, property damage and cleanup costs, with limits of not less than \$1,000,000 per occurrence and annual aggregate.
  - ii. When necessary for I&L to use watercraft for the performance of the Services under this AGREEMENT, and if excluded by I&L's General Liability policy, I&L shall maintain a Watercraft Liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including protection & indemnity where applicable. Coverage will apply to owned, non-owned and hired watercraft.
  - iii. When necessary for I&L to use aircraft (fixed-wing or rotary) for the performance of the Services under this AGREEMENT, I&L shall maintain Aircraft Liability with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including passenger liability. Coverage will apply to owned, non-owned and hired aircraft.

The policies shall provide, or be endorsed to provide, that: (1) at least thirty (30) days' advance written notice shall be given to CITY prior to cancellation or non-renewal, (2) the CITY shall be added as additional insureds under policies listed under (a), (b) and (e) above.

Upon request, I&L shall furnish CITY certificates of insurance and required endorsement(s) which evidence the requirements of this Article prior to performing any Services under this AGREEMENT. I&L further agrees to file new certificates showing renewal of coverage and limits at least thirty (30) days prior to the expiration of the current policies.

### **ARTICLE 10 - INDEPENDENT CONTRACTOR**

I&L undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. I&L has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that I&L hires to perform or assist in performing the Services hereunder. I&L is solely responsible for (a) payment of wages, benefits, and other compensation to or for its employees, (b) payment of applicable payroll, unemployment, and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees, and (c) compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation and employer's liability insurance coverages.

### **ARTICLE 11 - COMPLIANCE WITH LAWS**

In performance of the Services, I&L shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. I&L shall procure the permits, certificates, and licenses necessary to allow I&L to perform the Services. I&L shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to I&L in the Task Order Scope of Services.

### **ARTICLE 12 - CITY'S RESPONSIBILITIES**

CITY shall perform the following in a timely manner so as not to delay the Services of I&L:

(a) Provide criteria and information pertinent to I&L's Services as to CITY's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards

which CITY will require to be included in the drawings and specifications to be furnished by I&L under this AGREEMENT, if any.

(b) Make available to I&L drawings, specifications, schedules, and other information, interpretations, and data which are prepared by CITY, or by others, which CITY and I&L consider pertinent to I&L's responsibilities hereunder.

(c) Arrange for access to and to make provisions for I&L to enter upon public and private property as required for I&L to perform the Services.

(d) Give prompt notice to I&L whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of I&L's Services.

Unless otherwise provided in the AGREEMENT, the information and services to be provided by CITY under this Article will be without cost to I&L.

### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, computer software and other such instruments of service prepared by I&L pursuant to this AGREEMENT, whether completed or in progress, are the property of CITY. Ownership shall transfer to CITY if or as required by the Prime AGREEMENT. Any use except for the specific purpose intended by this AGREEMENT will be at the user's sole risk and without liability or legal exposure to I&L.

### **ARTICLE 14 - TERMINATION AND SUSPENSION**

The CITY may terminate this AGREEMENT at any time, with or without cause, effective upon delivery of Written Notice thereof to I&L.

Should the AGREEMENT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by I&L to the date of termination. The CITY shall indemnify I&L for any use or re-use of plans by persons with CITY's express approval.

### **ARTICLE 15 - PROPRIETARY INFORMATION**

I&L shall treat as proprietary all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the I&L's performance of the Services. I&L shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY.

The preceding restriction shall not apply to information which is in the public domain, was previously known to I&L, was acquired by I&L from others who have no confidential relationship to CITY with respect to same, or which, through no fault of I&L, comes into the public domain. I&L shall not be restricted from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. I&L shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify CITY in writing of the demand for information before I&L responds to such demand. CITY may, at its sole discretion, seek to quash such demand.

### **ARTICLE 16 - NOTICES**

Any notices required by this AGREEMENT shall be made in writing to the address specified below:

CITY: Bryson Baker

Public Works Director City of Arnold 2101 Jeffco Blvd Arnold, MO 63010

I&L: Mark Meyer

Intuition & Logic

16253 Swingley Ridge Rd

Suite 100

St. Louis, MO 63017

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CITY and I&L.

### **ARTICLE 17 - DELAY IN PERFORMANCE**

Neither CITY nor I&L shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or I&L under this AGREEMENT.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

### **ARTICLE 18 - DISPUTES**

In the event of a dispute between CITY and I&L arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

### **ARTICLE 19 - RECORDS**

I&L's records pertaining to compensation and payments under this AGREEMENT shall be kept in accordance with generally accepted accounting principles. Such records shall be subject to audit by CITY, during normal business hours at I&L's place of business, or I&L shall provide a copy of same to CITY at CITY's expense. I&L shall not dispose of the originals of such records until after sixty (60) days' prior written notice to CITY.

### ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY

I&L and any subcontractor will, in all solicitation, or advertisements for employees and for all WORK performed by employees of I&L or under a subcontractor including procurement of services, equipment, or materials, comply with all provisions of State and Federal laws and regulations governing the Americans with Disabilities Act, Equal Employment Opportunity and Non-Discrimination.

### **ARTICLE 21 - WAIVER**

A waiver by either CITY or I&L of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

### **ARTICLE 22 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void. CITY and I&L further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

### **ARTICLE 23 - INTEGRATION**

This AGREEMENT, including any Attachments incorporated by reference in the AGREEMENT, represents the entire and integrated AGREEMENT between CITY and I&L. It supersedes all prior and contemporaneous communications, representations, and AGREEMENTs, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may be amended only by a written instrument signed by both CITY and I&L.

### **ARTICLE 24 - SUBCONTRACTING**

I&L shall not engage independent consultants, associates, or subcontractors to assist in the performance of I&L's Services without the prior written consent of CITY.

### ARTICLE 25 - SUCCESSORS AND ASSIGNS

CITY and I&L each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this AGREEMENT.

### **ARTICLE 26 - ASSIGNMENTS**

Title: City Attorney

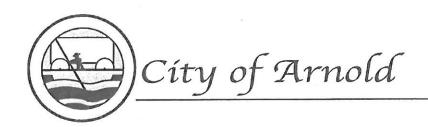
Neither CITY nor I&L shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, I&L may assign its rights to payment without CITY's consent. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

### **ARTICLE 27 - THIRD PARTY RIGHTS**

The Services provided for in this AGREEMENT are for the sole use and benefit of, and nothing in this AGREEMENT shall be construed to give any rights or benefits to, anyone other than the CITY and I&L.

IN WITNESS WHEREOF, CITY and I&L have executed this AGREEMENT. The individuals signing this AGREEMENT represent and warrant that they have the power and authority to enter into this AGREEMENT and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)	Intuition & Logic (I&L)
Signature / Signature	Signature
Name: Røn Counts	Name: Mark Meyer, PE
Title: Méyor	Title: President
4-20-2012	4-25-12
Date:	Date:
Attest by: Name: Diane Waller Title: City Clerk	431873553 Fed. Tax I.D. No.
Approved as to form: Name: Robert Sweeney	



Ron Counts, Mayor

April 24, 2012

Mr. Mark Meyer Intuition & Logic 16253 Swingley Ridge Road Suite 100 St. Louis MO 63017

RE: Contract

At the regular City of Arnold council meeting on April 19, 2012 council awarded contracts to your firm.

Enclosed are the contract documents that need to be signed. Please return one original to this office and keep one for your files.

If you have any questions, feel free to contact this office or Bryson Baker, Public Works Director at 636-282-6650.

Sincerely,

Diane C. Waller

ane Weller

City Clerk

Enclosure

CC: B. Baker

### **Farmcrest Drive Residents**

We the 10 residents of Farmcrest Drive in Arnold, Missouri who live on a private street would like to have the City of Arnold; Missouri do a storm water study. The storm water that flows from Hill Court in the Hyde Park Subdivision located above our street, floods our street during heavy rains.

This problem has been ongoing since before the City of Arnold was formed in 1972. After speaking with Ed Blattner and Tom Passig is was recommended that we write a letter giving the City of Arnold permission to use easements down the street to run a storm water pipe towards the Fox Valley detention pool.

Before the City of Arnold spends money to do an Engineering study on the best way to eliminate the flooding problem on our street they need permission from all residents so a storm water sewer can be added down our street.

We also have a second issue going back to the time the sanitary sewer line was installed on Farmcrest Drive about 15 years ago. At that time the contractor doing the work for the City ran the sewer line down through the creek and knocked a concrete wing away from the bridge. It was mentioned to the City, the contractor stood the concrete slab back up without any support and it has since fallen and been in the creek ever since. The City has been contacted for the last 15 years and nothing has ever been done. Every new Ward One Council Representative has been informed of the problem only to hear the same story, "I will see what can be done", nothing has happened to date, we also need this issue resolved.

<b>Judy Lauter</b>	
2119 Farmcrest	Dr

Paul & Mary Poitras 2160 Farmcrest Dr

Earlene Rider 2171 Farmcrest Dr

Gary & Cathy Johnson 2182 Farmcrest Dr

arlene (Lugler)

Kevin & Julie Harding 2193 Farmcrest Dr Richard & Stephanie Kassebaum

2148 Farmerest Dr

Lee & Barb Rippy 2161 Farmcrest Dr

Gary & Connie Kopp

2172 Farmcrest Dr

Gail Simon & Culus Jones

2183 Farmcrest Dr

Jeff Mercer

2192 Farmcrest Dr

11/15/1

### **TASK ORDER REQUEST #7**

# TO GENERAL SERVICE AGREEMENT BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC FOR PROFESSIONAL SERVICES FOR FARMCREST DRIVE DESIGN SERVICES

This is a Task Order Request (TASK ORDER) to provide professional services under the General Service Agreement (AGREEMENT) entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L) for professional services for stormwater projects. The AGREEMENT is hereby referenced and made part of this TASK ORDER. This TASK ORDER is governed by the AGREEMENT.

In consideration of the promises contained in the AGREEMENT, CITY and I&L agree as follows:

### **EFFECTIVE DATE**

The effective date of this TASK ORDER shall be the AGREEMENT effective date or the signature date for Mayor Ron Counts, whichever is later.

### **SCOPE OF SERVICES**

I&L shall provide the Services described in Attachment A, Task Order #7 Scope of Services.

### **SCHEDULE**

I&L shall provide the Services pursuant to the Schedule set forth in Attachment B, Task Order #7 Schedule.

### **ARTICLE 5 - COMPENSATION**

CITY shall pay I&L in accordance with Attachment C, Task Order #7 Compensation and per the AGREEMENT.

IN WITNESS WHEREOF, CITY and I&L have executed this TASK ORDER. The individuals signing this TASK ORDER represent and warrant that they have the power and authority to enter into this TASK ORDER and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)	Intuition & Logic (I&L)  Wark & Nayer
Signature Name: Ron Counts Title: Mayor	Signature Name: Mark Meyer, PE Title: President June 8, 2015
Date:	Date: 431873553 Fed. Tax I.D. No.
Attest by: Name: Tammi Casey Title: City Clerk	
Approved as to form: Name: Robert Sweeney Title: City Attorney	

# Attachment A Task Order #7 Scope of Services

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Arnold GSA Task Order 4 (resun	IN SITHITINI	7907				Personnel Billin	10.9 Final Plan Submittal	Plans – One (1) bound plan sets o 24"X36" bond and one (1) bound plan	sets on 11"X17" bond	Specifications – One (1) bound of project specifications on 8½:X11	Construction Documents – One hound gets of construction documents.	8½X11* bond	Cost Opinion – One (1) on cost opinion on 8% x11* bond		final submittal documents to the LP:	Dian eats with transmital	11 Shoots parallan set	7 O TE Drinking 9 EV 11 cont par chant		0 0	9 45	3		Documents Review and Approval	11.0 Approved Documents	~	24 A36 DONG	(1)Bound sets of construction documents	on 8%*X11" bond including Specific	Cost Opinion – One (1) cost op on 8½×11" bond		approved documents in their original	electronic format (MS Word, MS Excel	MS PowerPoint, AutoCAD, Microsta HFC-RAS others) and in PDF form	The PDF formatted construction	and contract documents will be form	for 3th party printing.	

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# Attachment B Task Order #7 Schedule

I&L shall begin work upon receipt of wr shall complete the project within 365 ca	ritten notice to pro alendar days from	oceed. I&L shall n notice to proce	perform work in eed.	a timely manner and
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## Attachment C Task Order #7 Compensation

The compensation to be paid for the Services identified in Attachment A - Scope of Services shall be paid on a Time and Materials, Not to Exceed method of payment. A man-hour breakdown per project task is included in Attachment A - Task Order #6 Scope of Services.

The total compensation, including sub-consultant costs, if any, shall not exceed SIXTEEN THOUSAND FOUR HUNDRED FORTY NINE DOLLARS AND NO CENTS (\$16,449.00) without prior written authorization by the CITY.

The forgoing total compensation amount includes all expenses, which include, but are not limited to, sub-consultant services, transportation, subsistence, reproduction of reports, drawings, specifications, and other documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

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Page 3 of 4

- Farmcrest Drive Stormwater Improvements		Sersonnel Cost Personnel Cost Direct Expenses Sub Consultant Expenses		\$	\$	-		39.00		50.00	9	\$ -	\$	8	\$ \$	10,475.00 \$ 724.00 \$ 5,250.00 \$	50
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Subtotal

16,449.00

# CITY OF ARNOLD AGENDA ITEM SUMMARY

**AGENDA ITEM** 

7 F

NAME OF TOPIC/PROJECT: A resolution authorizing the Mayor to issue a Task Order to Intuition & Logic (under an existing City contract) to provide engineering design services for the MS4 (Municipal Separate Sewer System) annual storm water report to MDNR for the 2016 year.

SUMMARY EXPLANATION: The City is required by MDNR to submit an annual storm water report to them indicating our compliance with our MDNR issued storm water operating permit. The firm of Intuition & Logic will assist the City in preparing the 2016 annual report and assist us in compliance.

RECOMMENDED ACTION: APPROVAL

Why is this action necessary? The Council must approve this task order expenditure

due to the scope of work cost.

What does this action accomplish? This resolution approval will allow the City to proceed

with proposed annual report assistance provided by

Intuition & Logic.

Positive impacts and to whom? The entire City and its residents.

Negative impacts and to whom? None

**ADDITIONAL COMMENTS:** 

### SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name: Intuition & Logic Previous city contracts: Yes

Transaction amount: not to exceed \$39,000 Transaction type: Contract Task Order

Comments: Storm Water Task Order Assignment to Intuition & Logic

September 3, 2015

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# A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A TASK ORDER WITH INTUITION & LOGIC TO PROVIDE CONTINUING ENGINEERING DESIGN SERVICES FOR THE MS4 (MUNICIPAL SEPARATE SEWER SYSTEMS) STORM WATER SERVICES FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold hereby authorized to enter into a Task Order with Intuition Design Services for the MS4 Services Project for the City Order with Intuition Design Services for the MS4 Services Project for the City Order with Intuition Design Services for the MS4 Services Project for the City Order with Intuition Design Services for the MS4 Services Project for the City Order with Intuition Design Services for the MS4 Services Project for the City Order with Intuition Design Services for the MS4 Services Project for the City Order with Intuition Design Services for the MS4 Services Project for the City Order with Intuition Design Services Froject for the City Order with Intuition Design Services Froject for the City Order with Intuition Design Services Froject for the City Order with Intuition Design Services Froject for the City Order with Intuition Design Services Froject for the City Order with Intuition Design Services Froject for the City Order with Intuition Design Services Froject for the City Order with Intuition Design Services Froject for the City Order with Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject for the City Order With Intuition Design Services Froject Froje	on & Logic to provide Engineering
A copy of said contract is attached hereto and made a pa	art hereof reference.
	Presiding Officer of the City Council
A TTECT.	Mayor Ron Counts
ATTEST:	
City Clerk Tammi Casey	
Date:	

September 3, 2015

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### **TASK ORDER REQUEST #6**

# TO GENERAL SERVICE AGREEMENT BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC FOR PROFESSIONAL SERVICES FOR STORMWATER PROJECTS

This is a Task Order Request (TASK ORDER) to provide professional services under the General Service Agreement (AGREEMENT) entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L) for professional services for stormwater projects. The AGREEMENT is hereby referenced and made part of this TASK ORDER. This TASK ORDER is governed by the AGREEMENT.

In consideration of the promises contained in the AGREEMENT, CITY and I&L agree as follows:

### **EFFECTIVE DATE**

The effective date of this TASK ORDER shall be the AGREEMENT effective date or the signature date for Mayor Ron Counts, whichever is later.

### **SCOPE OF SERVICES**

I&L shall provide the Services described in Attachment A, Task Order #6 Scope of Services.

### **SCHEDULE**

I&L shall provide the Services pursuant to the Schedule set forth in Attachment B, Task Order #6 Schedule.

### **ARTICLE 5 - COMPENSATION**

CITY shall pay I&L in accordance with Attachment C, Task Order #6 Compensation and per the AGREEMENT.

IN WITNESS WHEREOF, CITY and I&L have executed this TASK ORDER. The individuals signing this TASK ORDER represent and warrant that they have the power and authority to enter into this TASK ORDER and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)	Intuition & Logic (I&L)  Nuck & Nuyer
Signature Name: Ron Counts	Signature Name: Mark Meyer, PE
Title: Mayor	Title: President
•	June 2, 2015
Date:	Date:
	431873553
	Fed. Tax I.D. No.
Attest by: Name: Tammi Casey Title: City Clerk	
Approved as to form: Name: Robert Sweeney Title: City Attorney	

Page 1 of 4

# Attachment A Task Order #6 Scope of Services

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# Attachment B Task Order #6 Schedule

I&L shall begin work upon receishall complete the project within	pt of written notice n 365 calendar day	e to proceed. I&L s ys from notice to p	hall perform work in a roceed.	timely manner and

## Attachment C Task Order #6 Compensation

The compensation to be paid for the Services identified in Attachment A - Scope of Services shall be paid on a Time and Materials, Not to Exceed method of payment. A man-hour breakdown per project task is included in Attachment A - Task Order #6 Scope of Services.

The total compensation, including sub-consultant costs, if any, shall not exceed THIRTY EIGHT THOUSAND NINETY THREE DOLLARS AND 75 CENTS (\$38,093.75) without prior written authorization by the CITY.

The forgoing total compensation amount includes all expenses, which include, but are not limited to, subconsultant services, transportation, subsistence, reproduction of reports, drawings, specifications, and other documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

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Ea ver	Each location will be visually inspected for flow, color, odor and distressed vegetation. Photo documentation of the discharge location and surrounding area will be taken. Visual observations will be recorded using a handheld Trimble with GIS for direct incorporation.			*										
	into the City's GIS database for referencing during future report cycles. Approximately 2 hrs/site.									0	•			,
	Prepare report of findings	-	2		80					11	\$ 940.00			\$ 940.00
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6.5 for reviev	<ol> <li>Submit draft documents to the City for review and comment.</li> </ol>		0.5							0.5				
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#### GENERAL SERVICE AGREEMENT BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC FOR PROFESSIONAL SERVICES FOR STORMWATER PROJECTS

This General Service AGREEMENT (AGREEMENT) is entered into between THE CITY OF ARNOLD. MISSOURI (CITY) AND INTUITION & LOGIC (I&L), for the following reasons:

- 1. CITY requires services for CITY Stormwater Projects; and,
- 2. I&L is prepared to provide the Services.

In consideration of the promises contained in this AGREEMENT, CITY and I&L agree as follows:

#### ARTICLE 1 - EFFECTIVE DATE

#### ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Missouri.

#### ARTICLE 3 - TASK ORDERS

The CITY shall identify potential projects under this AGREEMENT by issuing Task Order requests for each project. Task Order requests may be issued to I&L by the CITY either orally or in writing.

I&L shall provide scope of services, schedule and fee estimate to the CITY for each Task Order request. The CITY shall review task orders and negotiate with I&L.

Task Orders shall be approved by mutual written approval by both the CITY and I&L.

#### ARTICLE 4 - SCOPE OF SERVICES

I&L shall provide a written Scope of Services to the CITY for each project task order at the request of the CITY.

#### ARTICLE 5 - SCHEDULE

I&L shall provide a written Schedule to the CITY for each project task order at the request of the CITY.

#### **ARTICLE 6 - COMPENSATION**

I&L shall provide a written Fee Estimate to the CITY for each project task order at the request of the CITY.

The CITY shall pay I&L in accordance with the approved Task Order(s).

I&L shall submit periodic statements for Services rendered. If CITY objects to any statement submitted by I&L, CITY shall so advise I&L in writing giving reasons therefor within fourteen days (14) of receipt of such statement. If no such objection is made, the statement will be considered acceptable to CITY. At a minimum, all invoices shall include the following specific information: a unique invoice number; an itemized statement of the work performed; and a statement of amounts previously billed, amount of the current invoice, and total amount billed to date.

CITY shall pay I&L within thirty (30) days of receipt of invoice.

#### ARTICLE 7 - SUBCONTRACTING

No part of the services to be performed by I&L hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve I&L of the primary responsibility for the quality and performance of the work. I&L shall assure that all subcontractors as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this AGREEMENT, and, without limiting the generality of the foregoing, compliance with all state and federal laws applicable to contracts of this type.

#### **ARTICLE 8 - INDEMNIFICATION**

I&L shall indemnify and hold harmless CITY from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of I&L or any person or organization for whom I&L is legally liable.

#### **ARTICLE 9 - INSURANCE**

During the performance of the Services under this AGREEMENT, I&L shall maintain the following insurance with carriers having a Best's rating of at least B+ and authorized to do business in the state in which the Services are being performed:

- (a) General Liability Insurance on a coverage form equal to ISO CG 00 01, on an occurrence basis, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including a per-project endorsement.
- (b) Automobile Liability Insurance to include coverage for all hired, owned and non-owned vehicles, with a combined single limit of not less than \$1,000,000.
- (c) Workers' Compensation Insurance, in accordance with the laws of the state in which the Services are being performed, and Employers' Liability Insurance with limits according to such statutory requirements, or \$500,000 for each accident, whichever is greater. Where Services fall within the authority of the United States Longshoreman's and Harbor Workers Compensation Act, or the Jones Act, I&L's insurance shall include such Acts.
- (d) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and annual aggregate.
- (e) I&L shall provide and maintain the following if applicable to the Services:
  - i. When operations related to the Services hereunder will involve subsurface investigation (such as soil samples, core drilling, test wells, etc.), I&L, or its subcontractor(s) as applicable, shall maintain Contractor's Pollution Liability Insurance, including bodily injury, property damage and cleanup costs, with limits of not less than \$1,000,000 per occurrence and annual aggregate.
  - ii. When necessary for I&L to use watercraft for the performance of the Services under this AGREEMENT, and if excluded by I&L's General Liability policy, I&L shall maintain a Watercraft Liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including protection & indemnity where applicable. Coverage will apply to owned, non-owned and hired watercraft.
  - iii. When necessary for I&L to use aircraft (fixed-wing or rotary) for the performance of the Services under this AGREEMENT, I&L shall maintain Aircraft Liability with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including passenger liability. Coverage will apply to owned, non-owned and hired aircraft.

The policies shall provide, or be endorsed to provide, that: (1) at least thirty (30) days' advance written notice shall be given to CITY prior to cancellation or non-renewal, (2) the CITY shall be added as additional insureds under policies listed under (a), (b) and (e) above.

Upon request, I&L shall furnish CITY certificates of insurance and required endorsement(s) which evidence the requirements of this Article prior to performing any Services under this AGREEMENT. I&L further agrees to file new certificates showing renewal of coverage and limits at least thirty (30) days prior to the expiration of the current policies.

#### **ARTICLE 10 - INDEPENDENT CONTRACTOR**

I&L undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. I&L has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that I&L hires to perform or assist in performing the Services hereunder. I&L is solely responsible for (a) payment of wages, benefits, and other compensation to or for its employees, (b) payment of applicable payroll, unemployment, and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees, and (c) compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation and employer's liability insurance coverages.

#### **ARTICLE 11 - COMPLIANCE WITH LAWS**

In performance of the Services, I&L shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. I&L shall procure the permits, certificates, and licenses necessary to allow I&L to perform the Services. I&L shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to I&L in the Task Order Scope of Services.

#### **ARTICLE 12 - CITY'S RESPONSIBILITIES**

CITY shall perform the following in a timely manner so as not to delay the Services of I&L:

(a) Provide criteria and information pertinent to I&L's Services as to CITY's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards

- which CITY will require to be included in the drawings and specifications to be furnished by I&L under this AGREEMENT, if any.
- (b) Make available to I&L drawings, specifications, schedules, and other information, interpretations, and data which are prepared by CITY, or by others, which CITY and I&L consider pertinent to I&L's responsibilities hereunder.
- (c) Arrange for access to and to make provisions for I&L to enter upon public and private property as required for I&L to perform the Services.
- (d) Give prompt notice to I&L whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of I&L's Services.

Unless otherwise provided in the AGREEMENT, the information and services to be provided by CITY under this Article will be without cost to I&L.

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, computer software and other such instruments of service prepared by I&L pursuant to this AGREEMENT, whether completed or in progress, are the property of CITY. Ownership shall transfer to CITY if or as required by the Prime AGREEMENT. Any use except for the specific purpose intended by this AGREEMENT will be at the user's sole risk and without liability or legal exposure to I&L.

#### **ARTICLE 14 - TERMINATION AND SUSPENSION**

The CITY may terminate this AGREEMENT at any time, with or without cause, effective upon delivery of Written Notice thereof to I&L.

Should the AGREEMENT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by I&L to the date of termination. The CITY shall indemnify I&L for any use or re-use of plans by persons with CITY's express approval.

#### **ARTICLE 15 - PROPRIETARY INFORMATION**

I&L shall treat as proprietary all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the I&L's performance of the Services. I&L shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY.

The preceding restriction shall not apply to information which is in the public domain, was previously known to I&L, was acquired by I&L from others who have no confidential relationship to CITY with respect to same, or which, through no fault of I&L, comes into the public domain. I&L shall not be restricted from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. I&L shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify CITY in writing of the demand for information before I&L responds to such demand. CITY may, at its sole discretion, seek to quash such demand.

#### **ARTICLE 16 - NOTICES**

Any notices required by this AGREEMENT shall be made in writing to the address specified below:

CITY: Bryson Baker

Public Works Director City of Arnold 2101 Jeffco Blvd

Arnold, MO 63010

I&L: Mark Meyer

Intuition & Logic

16253 Swingley Ridge Rd

Suite 100

St. Louis, MO 63017

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CITY and I&L.

#### **ARTICLE 17 - DELAY IN PERFORMANCE**

Neither CITY nor I&L shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or I&L under this AGREEMENT.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

#### **ARTICLE 18 - DISPUTES**

In the event of a dispute between CITY and I&L arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### **ARTICLE 19 - RECORDS**

I&L's records pertaining to compensation and payments under this AGREEMENT shall be kept in accordance with generally accepted accounting principles. Such records shall be subject to audit by CITY, during normal business hours at I&L's place of business, or I&L shall provide a copy of same to CITY at CITY's expense. I&L shall not dispose of the originals of such records until after sixty (60) days' prior written notice to CITY.

#### ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY

I&L and any subcontractor will, in all solicitation, or advertisements for employees and for all WORK performed by employees of I&L or under a subcontractor including procurement of services, equipment, or materials, comply with all provisions of State and Federal laws and regulations governing the Americans with Disabilities Act, Equal Employment Opportunity and Non-Discrimination.

#### **ARTICLE 21 - WAIVER**

A waiver by either CITY or I&L of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 22 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void. CITY and I&L further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

#### **ARTICLE 23 - INTEGRATION**

This AGREEMENT, including any Attachments incorporated by reference in the AGREEMENT, represents the entire and integrated AGREEMENT between CITY and I&L. It supersedes all prior and contemporaneous communications, representations, and AGREEMENTs, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may be amended only by a written instrument signed by both CITY and I&L.

#### **ARTICLE 24 - SUBCONTRACTING**

I&L shall not engage independent consultants, associates, or subcontractors to assist in the performance of I&L's Services without the prior written consent of CITY.

#### ARTICLE 25 - SUCCESSORS AND ASSIGNS

CITY and I&L each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this AGREEMENT.

#### **ARTICLE 26 - ASSIGNMENTS**

Approved as to form: Name: Robert Sweeney Title: City Attorney

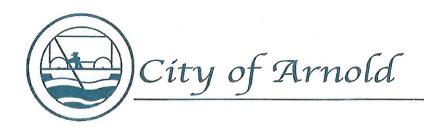
Neither CITY nor I&L shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, I&L may assign its rights to payment without CITY's consent. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

#### **ARTICLE 27 - THIRD PARTY RIGHTS**

The Services provided for in this AGREEMENT are for the sole use and benefit of, and nothing in this AGREEMENT shall be construed to give any rights or benefits to, anyone other than the CITY and I&L.

IN WITNESS WHEREOF, CITY and I&L have executed this AGREEMENT. The individuals signing this AGREEMENT represent and warrant that they have the power and authority to enter into this AGREEMENT and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)  Signature Name: Ron Counts Title: Mayor  4-20-20/2	Intuition & Logic (I&L)  Signature Name: Mark Meyer, PE Title: President 4-25-12  Date:
Attest by: Name: Diane Waller Title: City Clerk	431873553 Fed. Tax I.D. No.



Ron Counts, Mayor

April 24, 2012

Mr. Mark Meyer Intuition & Logic 16253 Swingley Ridge Road Suite 100 St. Louis MO 63017

RE: Contract

At the regular City of Arnold council meeting on April 19, 2012 council awarded contracts to your firm.

Enclosed are the contract documents that need to be signed. Please return one original to this office and keep one for your files.

If you have any questions, feel free to contact this office or Bryson Baker, Public Works Director at 636-282-6650.

Sincerely,

Diane C. Waller

Vane Clarler

City Clerk

Enclosure

CC: B. Baker

RESOLUTION NO: 15-45

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

# A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTO A CONTRACT FOR AQUATIC SERVICES WITH MIDWEST POOL MANAGEMENT COMPANY FOR FISCAL YEAR 2016

BE IT RESOLVED, by the Council of the City of department, is hereby authorized to accept the secondanagement to provide aquatic services for FY-20 Arnold.	ond year contract from Midwest Pool
A copy of said contract is attached hereto and mad	e a part hereof reference.
	Presiding Officer of the City Council
ATTEST:	Mayor Ron Counts
City Clerk Tammi Casey	



#### ARNOLD RECREATION COMPLEX: SEPT. 1, 2015 - Aug. 31, 2016

#### **Operational Services for the City of Arnold**

#### **Indoor Pool Hours: Winter**

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from September  $1^{st}$ , 2015- May  $27^{nd}$ , 2016 and August  $10^{th}$  2016 – August  $31^{st}$  2016. The pool shall normally be for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon bather loads:

#### Monday's

Manager	3:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	12:00 p.m4:00 p.m.
2 Guards	3:30 p.m8:00 p.m.
4 Guards	3:45 p.m 8:30 p.m.

#### Tuesday's

Manager	3:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	12:00 p.m4:00 p.m.
2 Guards	3:45 p.m7:30 p.m.
2 Guards	6:00 p.m8:30 p.m.

#### Wednesday's

Manager	3:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	12:00 p.m4:00 p.m.
2 Guards	3:30 p.m8:00 p.m.
4 Guards	3:45 p.m 8:30 p.m.

#### Thursday's

Manager	3:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	12:00 p.m4:00 p.m.
2 Guards	3:45 p.m7:30 p.m.
2 Guards	6:00 n m = 8:30 n m

#### Friday's

Manager	3:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	10:00 a.m 4:00 p.m.
2 Guards	3:30 p.m8:00 p.m.
4 Guards	3:45 p.m 8:30 p.m.



#### Saturday's

Manager	11:30 a.m5:30 p.m.
2 Guards	6:45 a.m12:00 p.m.
2 Guards	9:30 a.m1:30 p.m.
4 Guards	11:45 a.m5:00 p.m.
2 Guards	1:30 p.m 5:30 p.m.

#### Sunday's

Manager	11:30 a.m5:30 p.m.
2 Guards	8:45 a.m12:00 p.m.
4 Guards	11:45 a.m3:00 p.m.
2 Guards	11:45 a.m 5:00 p.m.
4 Guards	2:45 p.m5:30 p.m.

#### **Indoor Pool Hours: Summer**

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from May 28<sup>th,</sup> 2016-August 9<sup>th,</sup> 2016. On inclement weather days when the outdoor pool is closed, the indoor pool will be open for recreational swim.

#### Monday's

Manager	1:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	12:00 p.m4:00 p.m.
4 Guards	1:15 p.m5:00 p.m.
2 Guards	4:00 p.m8:00 p.m.
4 Guards	5:00 p.m 8:30 p.m.

#### Tuesday's

Manager	3:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	12:00 p.m4:00 p.m.
2 Guards	3:45 p.m7:30 p.m.
2 Guards	6:00 p.m8:30 p.m.

#### Wednesday's

Manager	1:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	12:00 p.m4:00 p.m.
4 Guards	1:15 p.m5:00 p.m.
2 Guards	4:00 p.m8:00 p.m.
4 Guards	5:00 p.m 8:30 p.m.

#### Thursday's

Manager	3:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m
2 Guards	12:00 p.m4:00 p.m
2 Guards	3:45 p.m7:30 p.m.
2 Guards	6:00 p.m8:30 p.m.



# Friday's

Manager	1:00 p.m8:30 p.m.
2 Guards	5:15 a.m12:15 p.m.
2 Guards	12:00 p.m4:00 p.m.
4 Guards	1:15 p.m5:00 p.m.
2 Guards	4:00 p.m8:00 p.m.
4 Guards	5:00 p.m 8:30 p.m.

#### Saturday's

Manager	11:30 a.m5:30 p.m
2 Guards	6:45 a.m12:00 p.m
2 Guards	9:30 a.m1:30 p.m.
4 Guards	11:45 a.m5:00 p.m.
2 Guards	1:30 p.m 5:30 p.m.

#### Sunday's

Manager	11:30 a.m5:30 p.m.
2 Guards	8:45 a.m12:00 p.m.
4 Guards	11:45 a.m3:00 p.m.
2 Guards	11:45 a.m 5:00 p.m.
4 Guards	2:45 p.m5:30 p.m.

There is an additional 175 open pool hours for the indoor aquatic center. The City of Arnold will choose 10 days that the Fox C-6 School District has days off for students in which we will open the pool additional open swim hours from 12:00 p.m.-4:00 p.m.



#### **Outdoor Pool Hours**

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Outdoor Pool from May 28th 2016 - August 31st 2016. (The City will negotiate with Midwest Pool Management as to facility readiness, staff preparation, and weather permitting to potentially accommodate the early dismissal of the Fox C-6 School District in May.) The pool shall normal be staffed for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon weather and bather loads:

Monday- Sunday

Manager Head Guard 9:30 a.m.-7:30 p.m. 9:00 a.m.-7:45 p.m.

12 Guards

10:45 a.m.-7:15 p.m.

The not to exceed salary budget includes 175 additional open pool hours for the outdoor pool.

Note: When the Fox C-6 School District is in session, the Arnold Recreation Center Outdoor Pool will be closed Mondays-Fridays, and be open only on Saturdays, Sundays, and holidays at regular open swim hours.

#### During these hours of operation, Midwest Pool Management will provide the following services:

- Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of
- Maintain any records as reasonably required by the City.
- Furnish and supply all first-aid supplies, adequate to the size and operation of the Arnold Recreation Center. The First Aid Kit will carry supplies for a minimum of 50 persons and at a minimum include: adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, large bandage patch. First Aid Kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. Midwest Pool Management shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on duty personnel. Midwest Pool Management will also provide an emergency oxygen tank.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool.
- Work with the City in handling complaints users may have, reporting all complaints to the Parks and Recreation Director or designated representative.
- Conduct in-service training as per guidelines of Starfish Aquatics or equivalent.
- Conduct in-house safety audits at least once per month.



- Midwest Pool Management will retain a record of all problems brought to their attention. This log can be reviewed by the City at any time. A daily log of communication will be kept in the manager's office for the managers and designated City personnel to review on a daily basis.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Power wash or hose deck daily.
- · Perform safety checklist daily.
- Clean the entire Arnold Recreation Center complex, including: guard and manager office areas, bathhouse, all areas within the fencing, restrooms, and the premises within 25 feet of facility in a clean and orderly condition by the proper collection of waste, garbage and all other debris. Cleaning to be completed prior to operational hours.
- Maintain tests and records as required by State of Missouri and City and meet all requirements for such.
- Furnish, store and supply the necessary chemicals for operation of the pools

#### Services provided for opening the outdoor facility:

Midwest Pool Management will provide the following services in preparing the pool for opening day.

Upon notice to proceed from the City, Midwest Pool Management will begin interviewing and hiring staff.

Midwest Pool Management has 20 lifeguard training instructors on staff. Lifeguard training classes begin in January and are offered on a continuing basis throughout the spring and early summer.

In May, Managers and assistant managers must also attend a manager's training class that focuses on customer service, ADA compliance, hazardous material training, chemical balance and testing, scheduling, accident report documentation requirements, and leadership skills.

In May, all staff including managers will have on-site training that includes site specific lifeguard zone coverage, rules and rule enforcement and site specific Emergency Action Plans.

Managers, Assistant Managers and Head Guards receive information on daily and weekly opening and closing procedures.

In early May, MPM staff will perform the following tasks:

- Power wash all decks
- Clean and stock bathrooms
- Vacuum the pools as often as necessary to have clean
- Clean pool area within 25 feet of pool enclosure
- Bring furniture out of storage, clean and arrange



- Get rescue tubes, fanny packs, first aid kit and other safety equipment prepared
- Establish staff schedule
- Schedule all staff on-site orientation
- Setup and prepare for usage all movable equipment, including tables, chairs, lounges, lifeguard chairs, diving boards, etc.
- · Clean, inspect and prepare vacuuming equipment.
- Inspect and prepare all hoses.
- Check and clean all drains, including drain covers.
- Drain and clean pools.
- · Fill pools.
- Install ladders and handrails, place and clean furniture.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Owner.
- Test all pumps and motors to the attractions: lazy river, slide, raindrop, bubblers, etc.
- · Circulate water through filtration system.
- Furnish, store, and inject necessary chemicals for operation of the pools.
- Backwash filters and inspect for any defects.
- Prepare bathhouse for opening.

#### Swim Lessons

Manager, in coordination with the City, shall provide instructional group swim lessons and programs for all ages and ability levels. These group lessons/programs shall consist of a series of eight group lessons, including a minimum of thirty minutes of instruction. Swim lesson fees will be shared as follows: The City will retain 45% of the resident fee swim lessons and 55% of the non-resident fee swim lessons.

#### Management Fee

The management fee includes the furnishing of preseason opening of the outdoor pools, insurance, administrative fees, chemicals, overhead, profit and other incidental costs not covered in the not to exceed salary budget portion. Management fee is a total for indoor and outdoor pool operations.

Sept. 1, 2014-August 31, 2015

\$56,195

#### **Not To Exceed Salary Budget**

The not to exceed salary budget includes the salaries for managers, assistant managers, head guards and lifeguards required to operate the indoor and outdoor pools as per the hours of operation per the request for proposal from the City of Arnold.

Sept. 1, 2014-August 31, 2015

\$345,810\*

\*This not-to-exceed salary amount is based on the hours and staffing levels from the City of Arnold. Weather and bather loads will be monitored and when conditions warrant, staffing levels may be reduced when safely feasible.



# At the City's request, MPM can provide staff for additional services outside the scope of this agreement. The City will be invoiced at the rates detailed below:

Manager	\$22.25/hour
Assistant Manager	\$13.60/hour
Head Guard	\$11.70/hour
Lifeguard	\$11.03/hour
Janitorial	\$10.35/hour
Swim Lesson Coordinator	\$12.36/hour
Swim Lesson Instructor	\$11.03/hour



IN WITNESS WHEREOF, the parties have made and executed this addendum to the contract dated August 16, 2013 in multiple copies, each of which shall be an original.

CITY OF ARNOLD	MIDWEST POOL MANAGEMENT		
By:	By: Bert Forde, President		
ATTEST:	ATTEST:		
By:	By:		
Name, Title	Name, Title		

#### CITY OF ARNOLD AGENDA ITEM SUMMARY

AGENDA ITEM

7 H

NAME OF TOPIC/PROJECT: A Resolution authorizing the Mayor to accept the bid from the Knapheide

Truck Equipment to undertake the conversion of Storm Water Department

truck 910 into a combined use for snow plow and salt spreader

operations while keeping its normal work duties.

SUMMARY EXPLANATION:

This resolution authorizes the Public Works Department to gain additional

snow removal use from the existing storm water department one ton

truck.

RECOMMENDED ACTION:

APPROVAL.

Why is this action necessary? The Council must directly approve any expenditure greater than

\$10,000.

What does this action accomplish?

Provides the Public Works Department with another snow

fighting piece of equipment from the existing vehicle fleet.

Positive impacts and to whom?

All the residents of the City.

Negative impacts and to whom?

None.

ADDITIONAL COMMENTS:

This truck conversion will add to our street snow removal capabilities.

#### SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name:

**Knapheide Truck Equipment** 

Previous city contracts:

Transaction amount: \$12,044.00

MBE/WBE Participation: N/A

Transaction type:

Purchase Order

Comments: We wish to go with Knapheide as they provide superior service per our past experience.

#### SUMMARY OF SELECTION PROCESS

Number of bids:

3

Low bid: \$11,149.00

High bid: \$12,044.00

Comments:

The approved 2016 budget provides for this expenditure in the 320 streets account.

#### SUMMARY OF BUDGET/COST

**Budgeted amount:** 

\$16,000.00

Addl. Funding Required: None

Comments:

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

# A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE ORDER WITH KNAPHEIDE TRUCK EQUIPMENT TO PROVIDE SNOW PLOW TRUCK CONVERSION SERVICES FOR STORM WATER DEPARTMENT TRUCK 910 FOR USE IN STREET SNOW REMOVAL FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold hereby authorized to enter into a purchase order with Kr snow plow truck conversion services for the Storm Water snow removal for the City of Arnold.	napheide Truck Equipment to provide
A copy of said contract is attached hereto and made	e a part hereof reference.
2 g	
	Presiding Officer of the City Council
	,
ATTEST:	Mayor Ron Counts
City Clerk Tammi Casey	



Knapheide Truck Equipment 10101 Mid Rivers Mall Drive St Peters MO 63376 Phone: 636-397-4444

Fax: 636-397-2613

www.stlouis.knapheide.com

#### QUOTATION

Quote ID: JV00000443

Page 1 of 2

Customer: ARNOLD CITY OF

STREET DEPT 2101 JEFFCO BLVD

ARNOLD

MO 63010

Quote Number: JV00000443

Quote Date: 8/14/2015

Quote valid until: 9/13/2015

Prepared

jvolker

Salesperson: jvolker

By: PO#:

Contact: JEANETTE A/P Phone: 636-296-6533 Fax: 1-636-282-2399

Make:	Model:	Year:	Single/Dual:	
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:	

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		HYDRAULIC UPGRADE & PLOW		
1	WS 9' PRO+ PLOW	WESTERN 9' PRO+ PLOW HYDRAULIC OPERATED MUNY DISCOUNT APPLIED	\$4,129.00	\$4,129.00
1		CLUTCH PUMP HYDRAULIC SYSTEM MECHANICAL DUAL-FLOW SPREADER CONTROLS RUNS PLOW & SPREADER ONLY OIL, HOSES, FITTINGS	\$7,465.00	\$7,465.00
1	FABRICATTION	SPREADER CHUTE FABRICATION  **** WE WILL ONLY NEED THE SPREADER CHUTE  **** TO BE BROUGHT UP WITH THE TRUCK	\$450.00	\$450.00
			Quote Total:	\$12,044.00
			Discount:	\$0.00
			Total Due:	\$12.044.00

The following options may be added:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	RUB CUTTING EDGE	RUBBER CUTTING EDGE 1 1/2" x 10" X 9'	\$339.00	\$339.00
1	WS 62220-1	RUBBER DEFLECTOR KIT 9.0'	\$157.00	\$157.00

Customer must fill out the information below before the order can be processed..

Accepted by:

Date:

P.O. number:

Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

Options and Quoted Items do NOT include applicable Sales Tax.



600 Harris . St. Louis, MO 63147

Phone: 314-389-7705

800-518-7705

Fax: 314-389-2010

# QUOTATION

NAME: CITY OF ARNOLD

PHONE NO:

ADDRESS:

FAX NO:

CITY:

REQ NO:

STATE / ZIP:

TERMS:

August 24, 2015

REQUESTED BY: MIKE

DATE:

INSTALLED ON:

MODEL:

TRANSMISSION:

W/B:

C/A:

WESTERN IUTPP90 9' PRO PLUS HYDRAULIC OPERATED SNOW PLOW CLUTCH PUMP HYDRAULIC SYSTEM FOR PLOW AND SPREADER QUICK DISCONNECTS FRONT AND REAR 15 GALLON RESERVOIR CAB CONTROLS SHORTEN SPINNER SHUTE

INSTALLED: \$11,149.00

1-1/2" X 10" X 9' RUBBER CUTTING EDGE 9' RUBBER DEFLECTOR

\$375.00

\$110.00

1000					_
n	10	TO	BA	-	D.
$\mathbf{v}$	-	IU	W		<b>K</b> :

Midwest Systems Truck Equipment:

BY:

RV

1/2

partial bid



#### **Rough Estimate**

	stomer	FOB	Delivery Date	Date		
City (	Of Arnold	Armor	1-2 Days	8/25/15		
			_			
	ontact	Phone	Fax			
Mike	Bonnot	636-692-1409				
Quantity		Description		Each	•	Total
	Spreader Chute Fabri					
		Modify Customer's Su				
	Chute In Order For Sp	preader to Work On Tru	ıck #910			
	Labor			\$ 423.50	\$	423.50
	Labor			420.00	Ψ	420.00
	Western 9' PRO+ Plow Clutch Pump Hydraulic System with Dual - Flow Controls			No Bid	No	Bid
				No Bid	No	
				Freight		
			Misc. Supplies/			26.40
Quoted by:	Jason Regagnon			Sales Tax		
Assessment bur				FET	6	440.00
Approved by:				TOTAL	Ф	449.90
Accepted by:						
	THIS IS AN ESTIMAT	TE ONLY NOT A FIRM	LOUOTE			

ARNOLD, MISSOURI 63010-1428 ) 296-2920 - 1-800-777-2766 RESOLUTION NO: 15-47

# A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE LEASE AGREEMENT WITH PNC EQUIPMENT FINANCE FOR 58 (FIFTY – EIGHT) GOLF CARTS, WINDSHIELDS AND A CUSHMAN HAULER FOR A 4 (FOUR) YEAR LEASE

BE IT RESOLVED by the Council of the City of Arnold, Missouri that the Mayor be, and is hereby authorized to enter into a Lease Agreement with PNC Equipment Finance of Cincinnati, Ohio for a Four-Year lease for 58 (Fifty-Eight) E-Z-Go Golf Carts, Windshields and a Cushman Hauler.

Z:\CITYDOCS\RESOLUTN\15-47 Golf Carts Agreement Lease 2015.docx

MEMO:

To: Susie Boone

From: Tim Schwierjohn, Golf Manager/Superintendent

Subject: 2015 Golf Cart Lease at Pomme Creek G.C.

An advertisement went out at the end of July asking for sealed bids for a 4 year golf cart lease. 2 bids were received and publicly opened on July 31. EZGO from Augusta GA, and M&M golf car from O'Fallon MO. The yearly lease price from EZGO was: \$33,756 for 58 new golf carts for 4 years. The M&M yearly lease price was: \$43,339.92 for 58 new golf carts for 4 years.

Bids were also advertised for a 4 year lease on a utility vehicle. EZGO's yearly lease price was: \$1,259. M&M's yearly lease price was: \$1,268.34.

Pomme creek currently has "Club Car" golf carts from M&M Golf Cars. We also have had a demonstration cart from EZGO for the past couple months. Both carts are very comparable in size, durability, comfort, style, and gas mileage. Both companies are American made companies, and both companies have dealerships located in O'Fallon MO if parts and or service would be necessary.

I recommend that the City of Arnold lease 58 golf carts (with 20 windshields @\$17.40 per unit per year) along with 1 utility cart from EZGO for a price of:

58 carts

\$33,756.00

20 windshields

\$348.00

1 utility cart

\$1,259.00

**TOTAL** 

\$35,363.00 per year for the next 4 years.

This cost is slightly lower than what we are paying on our current lease. (Average of \$36,770.)



August 11, 2015

Lease Number 192288000

City of Arnold, Missouri Attn: Tim Schwierjohn 2101 Jeffco Blvd Arnold, MO 63010

Dear Mr. Schwierjohn:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement Please have the Authorized Signor execute the documents and provide their title.
   Opinion of Counsel Please have your attorney sign and provide the name of the law firm, if applicable.
   Certificate of Acceptance At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.
- Resolution-Certificate of Incumbency- List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. The person who validates the signature should not sign the Lease Agreement. The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a
  certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to
  me.
- Sales Tax Exemption Certificate Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) Please return a copy with the documents.
- Customer Information Form: Please complete and return.

Please return the documents to PNC Equipment Finance, LLC, Attn: Courtney Goodman, 995 Dalton Avenue, Cincinnati, OH 45203.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by <u>September 15, 2015</u>.

If you have any questions please contact Courtney Goodman at 513.455.2633.

Sincerely,

Courtney Goodman
Documentation Specialist

## Lease Agreement

Payment

Schedule

#### Dated as of <u>August 11, 2015</u> Lease Number 192288000

Lessor:	PNC Equipment Finance, LLC	
	995 Dalton Avenue	
	Cincinnati, OH 45203	
Lessee:	LESSEE FULL LEGAL NAME	FEDERAL TAX ID
	City of Arnold, Missouri	430993674
	2101 Jeffco Blvd	
	Arnold, MO 63010	
Equipment D	escription	
58	(58) 2016 EZGO TXT Gas Golf Cars	
1	(1) 2016 Cushman Hauler 800XG Vehicle	
	together with all attachments, tooling, accessories, appu	rtenances and additions thereto
Rent	Lease Term is for 48 months, with Rent payments due in Arrears i	n the months of April, May, June July, August and

dates set forth herein, without notice or demand.

September of each year, each in the amount of \$5,901.97 beginning

1. LEASE. Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.

TERMS AND CONDITIONS

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the

- 2. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- 3. RENT. Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
  - NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- 4. UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- 5. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

- 6. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
- 7. USE, MAINTENANCE AND REPAIR. Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
- 8. TAXES. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
- 9. INDEMNITY. Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
- 10. IDENTIFICATION. Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
- 11. LOSS OR DAMAGE. Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
- 12. INSURANCE. Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
- 13. DEFAULT. Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
- 14. REMEDIES. Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
- 15. LESSEE'S OPTION AT END OF LEASE. Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
- 16. RETURN OF EQUIPMENT. If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES. In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
- 20. ASSIGNMENT BY LESSOR. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT. Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. AGREED LEASE RATE FACTOR. Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
- 23. MISCELLANEOUS. This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 24. NOTICES. All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE. Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
- 26. As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
- 27. USA PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify

Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

- 28. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL. To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 29. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

<u>City of Arnold, Missouri</u> ("Lessee")	PNC Equipment Finance, LLC ("Lessor")
Authorized Signature	X Authorized Signature
Print Name	Print Name
Title:	Title:
Date 2101 Jeffco Blvd Arnold, MO 63010	995 Dalton Ave. Cincinnati, OH 45203

#### OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all openmeeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Missouri.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee	
By:	2.7.2
Print Name:	
Law firm:	

## **CERTIFICATE OF ACCEPTANCE**

Lease Number 192288000

Qua	intity	Description	Serial No.
		(58) 2016 EZGO TXT Gas Golf Cars	
		(1) 2016 Cushman Hauler 800XG Vehicle	
		together with all attachments, tooling, according	essories, appurtenances and additions thereto
		or see attached Equipment Sch	nedule
Lessee, t	through i	ts authorized representative, hereby certifies to Les	sor that:
			re it will be used, which is the Equipment Location given in the Lease
		ent ("Lease");	(h)
			e, (b) properly installed, (c) functioning, and (d) in good working order; ease as of, 20 (the "Acceptance Date"), which is the
	date on	which the Equipment was delivered and installed;	
			are acceptable to Lessee and suitable for Lessee's purposes; and
		s not in default under the Lease, no Non-Appropriate and promises set forth in the Lease are true and	ation of Funds (as described in the Lease) has occurred, and all of Lessee's
	Statemen	and promised set forth in the Bouse are the and	
Less	sor is her	eby authorized to insert serial numbers on the Leas	ee.
THI	S CERT	IFICATE OF ACCEPTANCE IS SIGNED THIS _	DAY OF .20 .
		_	
		old, Missouri	
("L	.essee")		
Х			
Auth	norized Signa	ture	
Print	t Name		
Title	:		
Date	9		
21	01 Jeffc	o Blvd	
		0 63010	

## RESOLUTION AND CERTIFICATE OF INCUMBENCY Lease Number 192288000

Lessee: City of Arnold, Missouri

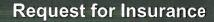
Amount \$141,647.28

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases. NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee: Section 1. Either one of the \_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized. Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee. Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State. Section 4. This resolution shall take effect immediately upon its adoption and approval. SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY Name Title Signature Name Title Signature ADOPTED AND APPROVED on this , 20 . Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below. LESSEE: City of Arnold, Missouri [SEAL] Signature of Secretary/Clerk of Lessee Print Name: Official Title: Date:





August 11, 2015

Income as Amout Information

City of Arnold, Missouri dba Pomme Creek Golf Course 2101 Jeffco Blvd Arnold, MO 63010

RE: Lease Number 192288000 ("Lease Agreement")

Please complete this form and return it to PNC Equipment Finance, LLC along with a copy of your Certificate of Insurance and Insurance Binder, naming PNC Equipment Finance, LLC as lender loss payee and additional insured, as evidence that you have obtained the necessary insurance as required by your Lease Agreement.

As part of the Lease Agreement, you have agreed to keep in effect an "All Risk (or broad form of)" extended coverage property insurance policy covering the equipment for its full replacement value. You are also required to carry a comprehensive general liability insurance policy or other similar form of third party liability coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate limits. The property insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as sole Lender Loss Payee and the general liability insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as an Additional Insured. In addition, such policies shall have a provision stating that the policy cannot be changed or cancelled without 30 days' prior written notice to PNC Equipment Finance, LLC.

If you fail to obtain insurance or provide evidence thereof to us, you agree that we may, but shall not be obligated to, obtain such insurance on your behalf and charge you for all costs and expenses associated therewith. Without limiting the forgoing, you specifically agree that if we obtain insurance on your behalf, you will be required to pay a monthly insurance charge. The monthly insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine your equipment rental amount), billing and tracking fees, administrative expenses and other related fees. We shall receive a portion of the insurance charges, which may include a profit from such finance, billing, tracking, administrative and other charges.

Please provide the pertinent policy information below in addition to sending PNC Equipment Finance, LLC, copies of the appropriate insurance documents requested above. Thank you for your assistance in this matter.

#### Please complete all of the information below.

Name:	Insurance Carrier:	
Address:	Policy Number:	0.00
	Effective Date:	
Phone Number:	Expiration Date:	
Fax Number:		
Lessee: City of Arnold, Missouri dba Pomme Creek Golf Co	urse	TO 100 THE RESERVE TO BE SEEN THE SECOND SEC
Signature:	urse	
Lessee: City of Arnold, Missouri dba Pomme Creek Golf Co Signature: X Print Name: Title:	urse	

Please return this form to: PNC Equipment Finance, LLC 995 Dalton Avenue Cincinnati, OH 45203

Attn:		
Atti1		
	•OR•	
Fax:		



I hereby attest the above information is accurate.

Signature

Email:

### **Customer Information**

Lease #192288000			
Please provide the following information. By providing su correct processing of your lease transaction.	ch information, you will enable us to ensu	ire prompt payment	of your vendor and the
Thank you.			
Lessee Information			
Full Business Legal Name: City of Arnold, Missouri dba Pomme Creek Golf Course		Federal Tax ID 430993674	Number:
Address	City:	State:	Zip:
Preferred Method of Payment: (Please check)			
Monthly Invoice (Mail)		* The state of the	
Invoices should be directed to:	Attention:	·	*** **** *** *** *** *** *** *** *** *
Address	City, State, Zip	the first length of the control of t	
Monthly Invoice (Email)	Email:		
Billing Contact:			
Contact Information In order to verify receipt of equipment and review terms that can assist in this process.	and conditions of the lease, please provi	de contact informat	ion for one or more staf
Contact 1:		Phone:	
Email:		(1) The same of the contract o	
Contact 2:		Phone:	
Email:		1	
**************************************			

Date

#### CITY OR ARNOLD, CITY COUNCIL, SEPTEMBER 2, 2015 MEETING

TO:

THE MAYOR AND CITY COUNCIL

FROM:

MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT:

EXEMPTION FROM CHAPTER 12, ARTICLE II, WEEDS AND

OTHER NOXIOUS MATTER

DATE:

AUGUST 26, 2015

CC:

Mr. Patrick Werner, the owner of Richardson Ridge Villas, is requesting an exemption from Chapter 12, Article II, to allow the hillside in the rear of the property to grow in excess of the 8 inches in an effort to slow down storm water sheet flow off the hillside. Attachment A of the resolution identifies the area. Below is the code section identifying the Councils authority to exempt properties from this provision of our code.

#### Sec. 12-26. - Exemption from article.

(a) Where the city council declares the removal of weeds on certain parcels of land not be in the best interest of the city, the city council may by a majority vote of the full council exempt such parcels of land from the provisions of this article. Such conditions as undue hardship, excessive erosion of soil, inaccessibility to the property, danger to the life and limb of persons attempting to cut and remove such weeds and other such conditions shall be reasonable cause for the council to so exempt such parcels of land.

The heavy rain events that occurred this past spring and early summer have caused the adjacent neighbors (at the rear of this property) concern due to flooding issues they experienced during these events. Staff met with Mr. Werner about the situation and as a result is piping the downspouts of buildings 4 and 5 to a storm water inlet and is asking to allow the grass to grow higher on the hillside in an effort to slow the storm water sheet flow down.

Staff is supportive of the request since taller vegetation has been shown to slow down storm water runoff. Please note, their storm water detention met our codes at the time of approval and built per the plans. These measures are in addition to their approved storm water plan

# RESOLUTION NO. 15-48

# A RESOLUTION EXEMPTING THE REAR HILLSIDE OF RICHARDSON RIDGE VILLAS FROM CHAPTER 12, ARTICLE II, SECTION 12, WEEDS AND OTHER NOXIOUS MATTER

WHEREAS, the City Council of the City of Arnold has the authority to exempt certain lands from Chapter 12, Article II, Section 12, Weeds and other Noxious Matter; and

WHEREAS, the City Council finds the exemption to be in the best interest of the City and adjacent neighbor to slow the sheet flow of storm water runoff from the hillside; and

WHEREAS, the owners of Richardson Ridge Villas have been made aware of adjacent neighbors storm water concerns and have requested to allow the grass on the hillside, as identified in Attachment A, to grow over the required 8 inches in an effort to slow storm water sheet flow off the hillside.

WHEREAS, additionally the owners have interconnected, through corrugated piping, the rear downspouts on buildings 4 and 5 and routed to a storm drain to further limit the storm water sheet flow.

**BE IT RESOLVED** by the Council of the City of Arnold, Missouri, declares the removal of weeds and tall grass from the hillside behind Richardson Ridge Villas as identified in Attachment A exempt from Chapter 12, Article II, Section 12.

	Presiding Officer of the City Council
ATTEST:	Mayor Ron Counts
City Clerk Tammi Casey	
Date:	

August 26, 2015

# Richardson Ridge Villas – Rear Hillside



= To impede the speed of sheet flow, this area would be grown to revert back to a interconnected by corrugated piping and routed to a storm drain to further limit Additionally, rear downspouts (4) on building 5, (5) on building 4 will be natural scape. Approximately 10' behind buildings 4 & 5 will be kept mowed.

excess sheet flow.

**RESOLUTION NO: 15-49** 

# A RESOLUTION GRANTING A COOLEY-FULBRIGHT BEAUTIFICAION GRANT TO THE ARNOLD TERRACE SUBDIVISION.

**WHEREAS**, the City of Arnold adopted Resolution No. 13-24 the Cooley-Fulbright City Beautification Program to provide matching grants to subdivisions to help pay for the cost of improving the appearance of a subdivision; and

WHEREAS, improving the appearance of the community will enhance the quality of life within neighborhoods and increase property values; and

WHEREAS, the Arnold Terrace Subdivision has presented the City of Arnold with a request for a grant under Section 1.a.; and

WHEREAS, the grant application satisfies all of the requirements of Resolution 13-24;

NOW, THEREFORE BE IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI AS FOLLOWS:

The City of Arnold authorizes a Cooley-Fulbright Beautification Program Matching grant to The Arnold Terrace Subdivision up to the amount of \$500.00USD pursuant to Resolution No. 13-24 Section 1.a. These monies will be made available as provided for by Resolution.

	Presiding Officer of the City Council
	Mayor Ron Counts
ATTEST:	
City Clerk Tammi Casey	-
DATE:	

August 28, 2015

# To the Arnold City Counsel

I, Elmer Marz, president of the Arnold Terrace Subdivision, wish to get in on the City of Arnold's Subdivision Beautification Plan. We are working on and finished some of the work on the entrance of our subdivision.

Enclosed you will see we have spent \$1220.00 already and hope in the fall to put in more plants and bushes. We had Shelton Landscaping and Maintenance to do the work.

The homeowners thank you for the help in cleaning up and beautifying our subdivision.

Cloner & Mag

1938 Redwood Drive

Arnold, Mo. 63010

egmarz@gmail.com



**BILL TO** 

ARNOLD TERRACE SUBDIVISION c/o CITY & VILLAGE TAX OFFICE 3 HOLLENBERG CT. BRIDGETON, MO 63044



DATE	INVOICE#
7/14/2015	14179

Date of Service	DESCRIPTION	PRICE
	RE: ARNOLD TERRACE SUBDIVISION	
7/7/2015	COMPLETION OF CLEANUP AND MULCH INSTALL OF EXISTING LANDSCAPE BEDS AT FRONT ENTRY OF SUBDIVISION AS PROPOSED	1,220.00
6/22/2015	LESS DOWN PAYMENT - CHECK #47800093	-620.00

TERMS - Net Cash, invoices are payable upon receipt.
A Service Charge of 1 1/2% (18% Annually) will be made on all balances due 30 days and over.

\$-600.00 Payments/Credits \$0.00 **Balance Due** 

Make all checks payable to: Shelton's Landscape & Maintenance

THANK YOU FOR YOUR BUSINESS

# **PAYROLL**

&

# ACCOUNTS PAYABLE

WARRANTS

# **CITY OF ARNOLD PAYROLL WARRANT**

PAYROLL PERIOD ENDED: PAYCHECKS DATED:	8/14/15 8/19/15	PAYROLL WARRANT NUMBER: PAYROLL NUMBER:	1219 2015-17
DETAIL OF GROSS PAYROLL		DETAIL OF DEDUCTIONS WITHHE	ELD
REGULAR	199,552.91	FICA/MEDICARE	18,706.82
REGULAR- P.T.	28,305.63	FEDERAL	27,425.60
HOLIDAY	-	STATE	10,254.00
VACATION	15,319.26	LOCAL	107.04
SICK	3,825.77	POLICE PENSION	8,838.63
OVERTIME	4,252.36	GARNISHMENT	1,272.00
OVERTIME - P.T.	•	VOYA ING	2,904.20
PERSONAL TIME	363.45	ICMA	261.33
HOLIDAY PAY	-	VISION	-
LONGEVITY	-	SUPPLEMENTAL LIFE	301.20
COMP TIME	4,566.45	SHORT TERM DISABILITY	164.42
FUNERAL LEAVE	557.68	FLEX SPENDING	1,985.61
MILITARY LEAVE		DEPENDENT CARE	76.92
ON-CALL	248.48	HEALTH INS-EMPLOYEE COST	5,722.47
VEHICLE	200.00	REC MEMBERSHIP	313.01
SECONDARY REGULAR-Swim	-	AFLAC	557.41
PHONE ALLOWANCE/IPAD	50.00	DENTAL	4,200.96
CLOTHING ALLOWANCE	-	LEISURE PASS	1,200.00
LOCK-IN REC CENTER	-1	HEALTH INS-SPOUSE	_
TOTAL GROSS PAY	257,241.99	BANKRUPTCY PAY	
		GOLF MEMBERSHIP	
PAYROLL SUMMARY		IPAD PAY	
GROSS PAY	257,241.99	DATA PLAN	**************************************
DEDUCTIONS	83,091.62	Washington Nat'l	
DEDOCTIONS	00,001.02	vvasilington (vat)	-
NET PAY	174,150.37	TOTAL DEDUCTIONS	83,091.62
9	Tr.		
I certify the monies referenced by the	his warrant are due and	owing by the City of Arnold.	
DATE	CITY	CLERK	*
DATE	_	SLERK	_
The warrant has been approved by	the Council of the City	of Arnold.	
DATE	_ MAYO	R	
I certify that cash is available from	the appropriate fund for	payment of this warrant.	
DATE	TREAS	SURER	
	_		_

## CITY OF ARNOLD PAYROLL WARRANT

PAYROLL PERIOD ENDED: 08/14/15 PAYROLL WARRANT NUMBER: 1219 PAY CHECKS DATED: 08/19/15 PAYROLL NUMBER: 2015-17 **DETAIL OF OVERTIME COSTS DETAIL OF ON-CALL COSTS** NAME **HOURS COSTS** NAME **HOURS** COSTS G Pickrell 4.00 78.96 J Pogorzelski 4.00 90.56 R Chiodini 4.00 130.14 J. Preis 4.00 78.96 J. Clouse 1.00 32.54 139.46 J. Crites 4.50 J. Lambrich 3.50 119.60 201.06 T. Leassner 4.00 K. Lucas 6.00 262.98 R Malone 3.25 107.79 Total 248.48 O Ruiz 1,190.31 28.25 M Shular 105.74 3.25 J. Valentine 17.00 716.30 522.75 R. Wieland 10.00 Sub-Police **DETAIL OF OVERTIME COSTS** 3,528.67 NAME HOURS COSTS G. Brown 1.00 92.39 169.37 J. Holjevic 5.50 M. Ruiz 15.00 461.93 Sub-Dispatch 723.69

# CITY OF ARNOLD PAYROLL 2015-17 **DETAIL OF OVERTIME BY DEPARTMENT P/R P/E 8/14/15**

# DEPARTMENT

# **TOTAL OVERTIME**

IT DEPT

**GEN & ADM** 

MAYOR/PARKS

**ADMINISTRATOR** 

**TOURISM** 

**FINANCE** 

CLERK/COLLECTOR

**PLANNING** 

POLICE

**DISPATCHERS** 

BUILDING

**PUBLIC WORKS** 

FLEET

STREET

PARKS

RECREATION

**HEALTH** 

**RABIES** 

**GOLF** 

SEWER

STORMWATER

PARKS PT EMPLOYEE

3,528.67 OCDETF, Traffic Grant, Manpower Shortage

723.69 scheduled overtime

TOTAL

4,252.36



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# CITY OF ARNOLD GENERAL WARRANT

WARRANT NO: 5649

WARRANT DATE: September 3, 2015

	General Fund	POST Fund	Sewer Fund	Rec Center Fund	Golf Course Fund	Stormwater Fund	Totals
Manual checks	180,986.64	758.08	+	6,100.37	809.50	30.00	188,684.59
System checks	108,761.66		5,888.61	74,135.61	3,108.42	6,204.07	198,098.37
	289,748.30	758.08	5,888.61	80,235.98	3,917.92	6,234.07	386,782.96

I certify this warrant ha	is been approved by the Council of the City of Arnold.	
Date	City Clerk	
I certify this warrant ha	is been approved by the Council of the City of Arnold.	
Date	Mayor	
I certify that cash is ava	ilable from the appropriate fund for payment of this warrant.	
Data	Transurar	

## **Account Coding**

#### Services:

43110 legal

43120 engineering

43130 financial

43140 medical

43150 election fees

43160 park programs

43170 web site

43180 municipal judge

43190 prosecutor

43220 trash hauling

43240 data processing

43250 MSD treatment

43260 grass mowing services

43270 temporary personnel

43280 pool management

43290 miscellaneous

43295 street repairs

## Specialties:

43310 utility tax rebates

43330 trash rebate

#### Staff Development:

44110 travel & lodging

44130 mileage

44140 seminars

44150 memberships

44160 education

44170 special events

## Supplies:

45010 advertising

45090 equipment rental

45106 bday party supplies

45110 general operating

45112 maintenance supplies

45115 road projects

45118 stormwater projects

45120 pool

45130 concessions

45131 beer

45135 merchandise for resale

45140 detective bureau

45141 investigative fund

45145 crime prevention

45147 DARE expenditures

45150 uniforms

45160 janitorial

45170 K-9 police dog

45180 jail

45190 other

#### Office Expenses:

45210 printing

45220 postage

45230 copier supplies

45240 subscriptions

45250 expendable equip

45270 microfilm supplies

45290 office supplies

#### Vehicles:

45310 gas & oil

45320 maintenance

#### Telephone:

46110 regular service

46130 long distance

46140 cellular

46145 car cell phones

46150 pagers

#### Utilities:

46210 electric

46220 gas

46230 water

46240 sewer

#### Maintenance:

46410 buildings

46420 technical equipment

46430 office equipment

46480 sewer repairs

46530 sewer deductible

#### **Tourism Expenses**

47510 Arnold Days

47515 July 4th

47525 Signage & Advertising

47530 Radio/Television

47535 Park Outdoor Concerts

47540 Rickman Series

47545 Green Thumb

47553 Elvis

47556 Gobble Run

47575 Miscellaneous

#### Asset Purchases:

49130 land & buildings

49132 Greenway Plan

49140 office equipment

49150 vehicles

49160 technical equipment

# **Department Numbers**

035 TOURISM COMMISSION

105 GENERAL/ADMIN

110 MAYOR

115 Information Technology

120 COURT

130 CITY ADMINISTRATOR

140 TREASURER

150 FINANCE

160 CLERK/COLLECTOR

180 ATTORNEY

190 ELECTIONS

191 PLANNING

210 POLICE

220 POLICE BOARD

230 DISPATCH

240 BUILDING COMMISSION

250 DRUG FORFEITURE

310 PUBLIC WORKS

315 FLEET

320 HWY & STREET

330 PARKS/RECREATION

340 RECREATION CENTER

410 HEALTH

420 RABIES

440 GOLF COURSE

450 VECTOR

460 SOLID WASTE

470 SEWER

480 STORMWATER

#### **Disbursment Accounts**

00 - General Fund

25 - Drug Forfeiture

35 - Tourism Fund

41 - Sewer Fund 43 - Rec Center Fund

44 - Golf Couse Fund 48 - Stormwater Fund

CITY OF ARNOLD CHECK REGISTER - BY FUND

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---DESCRIPTION----

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BSNSS MEETING MEALS CAR RENTAL

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PAGE NUMBER: ACCTPA21

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CITY OF ARNOLD CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.trans\_date>'20150820 00:00:00.000' ACCOUNTING PERIOD: 12/15

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26,883.98 36,315.99 63,199.97	96 772 120 120 408 428 50 86,523 88,523	899 629 614 38 35 2,287	203. 90. 77. 23. 22. 11. 441.	61	283. 45. 328.	83 83	5,329	4.	511	14: 23:	AMO
3.98 5.99 9.97	986	7.44 20.34 7.44 21 23	203.66 90.76 977.04 23.98 22.38 12.86 11.00	1.82	3.12 5.24 8.36	60.53 23.37 83.90	9.70	45.00	1.00	149.00 237.36	AMOUNT

PAGE NUMBER: ACCTPA21

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CITY OF ARNOLD CHECK REGISTER - BY FUND

FUND - 00 - GENERAL FUND

SELECTION CRITERIA: transact.trans\_date>'20150820 00:00:00.000' ACCOUNTING PERIOD: 12/15

CAUL ACCI	CHECK NO	ISSUE DI VENDOR	NAME	DEFARIMENT	ACCNT	DESCRIFTION	SALES TAX	AMOUNT
10111	150543	08/25/15 M0035		100	20220	STATE DEPOSIT PE 8/	0.00	10,079.00
TOTAL CHECK	T50543	G500M GT/G7/80	MISSOURI DEPARIMENT 150	150	43290	FILING FEE	0.00	0.50
TOTAL CHEC	7						0.00	10,079.50
10111	150544		PUBLIC WATER DISTRI	105	46230	2101 JEFFCO 6/22-7/	0.00	104.81
10111	150544	08/19/15 P0014	PUBLIC WATER DISTRI	105	46230	2924 ARN TNBRK 6/23	0.00	52.39
10111	150544	08/19/15 P0014	PUBLIC WATER DISTRI	105	46230	2912 ARN TNBRK 6/23	0.00	27.28
10111	150544	08/19/15 P0014	WATER DISTRI	105		2900 ARN TNBRK 6/23	0.00	13.53
10111	150544	08/19/15 P0014	WATER DISTRI	330	46230	1839 OZARK 6/23-7/2	0.00	13.53
10111	150544	08/19/15 P0014	PUBLIC WATER DISTRI	330	46230	STRWBRRY CRK 6/24-7	0.00	13.53
TOTAL CHECK	×		•				0.00	225.07
10111	150545	08/26/15 P0014	PUBLIC WATER DISTRI	330	46230	FRMR MKT 7/1-8/3	0.00	14.64
10111	150548	08/19/15 V0092	VOYA	00	22030	EMPLYEE CNTRB PE 8/	0.00	2,854.20
TOTAL CASH	CASH ACCOUNT						0.00	180,012.11
10131	150546	08/18/15 U0034	UNITED HEALTHCARE	00	20355	EMPLYEE MED REIMBUR	0.00	382.28
10131	150547	08/25/15 U0034	UNITED HEALTHCARE	00	20355	EMPLYEE MED REIMBUR	0.00	592.25
TOTAL CASH	CASH ACCOUNT						0.00	974.53
TOTAL FUND							0.00	180,986.64

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PAGE NUMBER: 1
ACCTPA51
ACCOUNTING PERIOD: 12/15

PAYMENT TYPE: CHECKS ONLY

TOTAL CHECK	B0021	RONALD G BOYSTER DISTRIBUTIN TOTAL CHECK		TOTAL CHECK	DENTIAL	TOTAL CHECK		A0035 ARNOLD ANIMAL HOSPITAL	TOTAL CHECK										AUS ST LOUIS MC LOCKBOX	TOTAL CHECK	A0012 AFLAC	TOTAL CHECK	A0157 THE ACTIVE NETWORK LTD	TOTAL CHECK	A0116 ACTION LANDSCAPING INC	VENDOR	
	320		210		330	420	420	420 420 210		310 310	315	420	330 320	330	310	315 310	315	320	330	00	000		115	240	240	DEPARTMENT	
	45110		45180		45110	45110	45110	45110 45110 45170		45150 45160	45110 45150	45150	45160 45150	45150	45160	45150 45150	45110	45150	45150 45150 45160	20359	20356 20357 20358		45250	43265	43265	ACCOUNT	
	150054																				5		150579	T50723	150721 150722	PURCHASE OR	
	173915		407721823		410248	560359	560087 560088	556420 559620 560074		0135664 0135664	0135663 0135663	0135662	0135660	0135660	0110197	0110196 0110197	0110196	0110194	0110193 0110193	642922	642922 642922 642922		11068280	7102	7100 7101	INVOICE	
3,373.73	3,373.73	108.00	108.00	45.60	45.60	125.00	110.00	10.00 170.09 156.10	450.00	12.71 36.39	6.90 16.50	13.80	2.16 64.25	22.56	36.39	16.50 12.71	6.90	64.25	17.28	298.80 1,114.82	587.42 194.52 34.08	196.90	196.90	230.00	80.00 75.00	AMOUNT	
	FY15 ROCK PURCHASES		HONEY BUNS-PRISONERS		STIHL CHAINS, OIL	MALE FELLINE ADOPT FEMALE CANINE ADOPT	MALE FELINE ADOPT, EU FELINE RABIES SHOTS	CANINE RABIES SHOT FEMALE DOG ADOPT, EUT FOOD - YANO		UNIFORMS MATS, MOPS, TOWELS	SHOP TOWELS UNIFORMS	UNIFORMS	MATS UNIFORMS	MATS, MOPS, TOWELS UNIFORMS	PS,	UNIFORMS UNIFORMS	SHOP TOWELS	UNIFORMS	WATS, MOPS, TOWELS UNIFORMS MATS	HOSP IDMNTY INS 8/15	ACCIDNT INS 8/15 CANCER INS 8/15 CTRCL CRE INS 8/15		APG SERIES 4000 CASH DRAW	GRASS CUTTING 2958 TENBRO	GRASS CUTTING 1492 DONNA GRASS CUTTING 3368 BOCA R	DESCRIPTION	

PAYMENT TYPE: CHECKS ONLY

PAGE NUMBER: 2 ACCTPA51 ACCOUNTING PERIOD: 12/15

TOTAL CHECK	F0056	TOTAL CHECK	E0039  OO  OO  OO  OO  OO  OO  OO  OO  OO	TOTAL CHECK		TOTAL CHECK	DOCUMENT & NETWORK TROUNDLOG	CHECK	D0044 DIE REVENTE CREDIT STATE PD	TOTAL CHECK	DO114 DIERREGS MARKETS	TOTAL CHECK	DO143	TOTAL CHECK	71	TOTAL CHECK	שמגם ששמה סונסם	TOTAL CHECK		TOTAL CHECK	C0419 410	TOTAL CHECK	C0050 210 CDD LLC	CHECK	CAPES SOKOL GOODMAN & SARACH	
	45110		37215		20122		45290		43290		43290		45110		32186		45110		49130		49130		43290		43180	ACCOUNT
																	150724		150177							FURCHASE OR
	MOSL640512		081915		070615		48319		605AI0000002		4081915		081715		082115		6362826650		1040218		56288		8001500709		66669	INVOICE
7.80	7.80	400.00	400.00	280.00	280.00	276.00	276.00	5,675.58	5,675.58	72.95	72.95	280.00	280.00	15.00	15.00	2,150.00	2,150.00	480.00	480.00	12.50	12.50	175.28	175.28	2,000.00	2,000.00	AMOUNT
	STNL STL WASHERS		RFND VARIANCE		MILEAGE FOR FLAGS		TONER		RMBRS STP-5403 (626)		PLANT-L MERCER		4 LOADS TOP SOIL		RFND MECH LICENSE		REMOVE OAK TREE AT 2025 L		WINDOW DECALS - REPLACE P		DOOR SWEEP		SHREDDING THRU 7/31		SERVICES 7/15	DESCRIPTION

PAYMENT TYPE: CHECKS ONLY

PAGE NUMBER: 3
ACCTPA51
ACCOUNTING PERIOD: 12/15

H0009 HOME SERVICE OIL CO TOTAL CHECK	TOTAL CHECK	HOIT BLECTBICAL SHEET TES	H0280 HEARTLAND TURF FARMS INC TOTAL CHECK	TOTAL CHECK		1	G0217		G0206 GOLDKAMP HEATING & COOLING		GOIN POSTAL LAKE ST LOUIS	TOTAL CHECK		GERSTNER ELECTRIC INC	G0006	TOTAL CHECK		F1RST CALL		F0005 FIRESTONE TIRE & SERVICE CEN	VENDOR
320 320		105	330		105		00		00		210	320	320	320 320	320	210	315	315 315		320	DEPARTMENT
45310 45310		45160	45110 45110		46410		22010		32186		45290	45110	45110	45110 45110	45110	45320	45110	45250 45110		45320	ACCOUNT
150063			150751 150751								150743	T20832	) ) ) )	150288 150363	150169			150719			PURCHASE OR
724 726		63929610	10816		W44404		081815		082115		A2015	081815.5	081815.3	081815.1 081815.2	081815	458496	457929	457229 457928		203622	INVOICE
1,100.92 521.27 1,622.19	12.25	12.25	1,922.40 -270.00 1,652.40	495.00	495.00	42,600.25	42,600.25	15.00	15.00	359.96	359.96	4,869.67	220.00	618.00	828.13	-38.84 390.03	31.61	345.99 51.27	248.32	248.32	AMOUNT
GAS & DIESEL PURCHASES FO		FRT IN FOR ATLAS FXTR	BERMUDA SOD ESTIMATED SHIPPING/HANDLI		RPR DUCT STATIC CNTRL		POLICE PENSION 8/15		RNFD MECH LICENSE		CF280A TONER CARTRIDGES	MRK CHRCH RD/STRDST	RPR SIGNAL HEAD-DENS	REPAIR AND INVESTIGATE IS TRAFFIC LIGHT/STREET LIGH	REPAIR TO STREET LIGHTS O	RETURN BLOWER MOTOR	OIL FILTERS	JUMP STARTER		TIRES	DESCRIPTION

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ACCTPA51
ACCOUNTING PERIOD: 12/15

PAYMENT TYPE: CHECKS ONLY

TOTAL CHECK	J0161 JEFFCO PEST CO	TOTAL CHECK	I0061 INTERSTATE BILLING SERVICE	TOTAL CHECK	IOO67	TOTAL CHECK	HOUSKA S ACE HARDWARE	H0274																					HOUSKA'S ACE HARDWARE		VENDOR
310	320 420	320	320 I 320		00		00	330		330	330	330	410	320	410	410	105	315	105	330	240	310	240	105	105	310	105	330	330	310	DEPARTMENT
45110	45110 45110	45320	45320 45320		32186	£ 6	20122	45110		45110	45110	45110	49130	45110	49130	49130	45250	45250	45250	45110	45110	45110	45110	46410	45190	45110	45250	45250	45110	45110	ACCOUNT
																															PURCHASE OR
08202015	082015 082015	99177434	99107149 99154172		082515	4	64726	64700		64693	64689	64655	64648	64612	64599	64598	64570	64569	64478	64476	64443	64361	64358	64334	64297	64291	64232	64223	64223	64211	INVOICE
65.00 145.00	20.00	118.59 553.59	298.25 136.75	15.00	15.00	2,789.62	3 3E0 00	16.98		38.97	8.99	25.97	9.99	51.94	-12.00	31.38	119.99	48.97	75.00	17.97	2.28	2 19	3 49	7 80	10.99	7.99	9.98	18.99	14.99	14.79	AMOUNT
SPRAY PW OFFICES	SPRAY POLE BARN SPRAY POUND	HOSE	FILTER, VALVE, SEAL, HOSES		RFND MECH LICENSE	300 3A3 FLAGS	BATTERY FOR TOOLS	PAINT BRUSHES	VOID CHECK - CONTINUED	HOME ARMOR HOUSE WASH	PAINT PAIL LINERS	PAINT BRUSHES	PP1 HGLS I/E RBL	CLEANING PRODUCTS	RETURN TAPE	CAULK, TAPE	10" TABLE SAW	PLIERS		MASKING TAPE. BUFF CM	MARK FLAG	FACTENERS	DBI, CTT BITBBER HEAD	FASTENERS SEVELANK	GORILIA TAPE	GLUE /WEI'D COLD	WIRE BRUSH	STAPLEGUN	STAPLES	BUBLS, FASTENERS	DESCRIPTION

SPI
DATE: 08/28/2015
CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 09/03/2015
TIME: 13:28:42
CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 09/03/2015
SELECTION CRITERIA: transact.disb\_fund='00'

PAGE NUMBER: 5
ACCTPA51
ACCOUNTING PERIOD: 12/15

MERCY CORPORATE HEALTH TOTAL CHECK	L0011 LEON UNIFORMS TOTAL CHECK	L0218 LEINICKE GROUP TOTAL CHECK	K0237 MARK KING TOTAL CHECK	K0236 ARTHUR KASEY TOTAL CHECK	K0047 K & K SUPPLY TOTAL CHECK	J0143 JOHN DEERE FINANCIAL TOTAL CHECK	JOOO3 JEFFERSON COUNTY AUTO PARTS TOTAL CHECK	PAYMENT TYPE: CHECKS ONLY VENDOR
105	210 210	105	00	00	320	330	315 315 315 315 315 315 315 316 320 317 320 317 320 317 317 317 317 317 317 317 317 317 317	DEPARTMENT
43140 43140 43140 43140 43140 43140 43140	45150 45150	43170	32280	32210	45250	45110	45110 45110 45110 45110 45110 45320 45320 45320 45320 45320 45320 45320 45320 45320 45320 45320 45320 45320 45320 45320 45320	ACCOUNT
		150408				150715		PURCHASE OR
252006 252013 252380 252545 256827 257614	355635 355747	664202AR	081315	082015	514696	84700033	567183 567777 5677814 568006 5680071 568317 568340 568530 568530 568735 569327 569327 569777	INVOICE
101.00 101.00 101.00 101.00 101.00 606.00	98.88 35.90 134.78	625.00 625.00	50.00	82.10 82.10	204.98 204.98	618.00 618.00	52.10 28.36 18.32 7.95 2.13 -21.27 -84.12 28.03 112.12 48.58 30.00 24.50 78.00 2.4.50 39.36 39.36 39.36 37.34 63.19 98.28	AMOUNT
DRUG SCREEN/PHYSICAL	SHIRTS, LETTERING-JON LETTERING ON SHIRTS	CORRIDOR 55 PROMOTIONAL C	RFND DRIVEWAY PERMIT	RFND PERMIT FEE	CHAIN SAW, CHAIN	1 X 6 16' LONG TONGUE AN	POWER STEERING CLR/MRK CLR/MRK MIRROR RAD YOKE RTRN CLR/MRK BATTERY WARRANTY BACK UP ALLARM BACK UP ALLARM BACK UP ALLARM BALIN KIT RESURFACE OEM ITEMS - 6 120Z CAN FREON CAP SCREW SPARK PLUG TENSIONER LAMPS BATTERY BRAKE ROTOR, B SHOE K	DESCRIPTION

PAYMENT TYPE: CHECKS ONLY

SPI
DATE: 08/28/2015
CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 09/03/2015
SELECTION CRITERIA: transact.disb\_fund='00'

PAGE NUMBER: 6
ACCTPA51
ACCOUNTING PERIOD: 12/15

R0014 ROYAL PAPERS INC TOTAL CHECK	TOTAL CHECK	R0008 REJIS COMMISSION	TOTAL CHECK	P0272 PRODUCTIVITY PLUS ACCOUNT		O0039	TOTAL CHECK	00053	TOTAL CHECK	00001	TOTAL CHECK	NO110	TOTAL CHECK	NOTATE CONDITIONING & HE	TOTAL CHECK	M15594	MISSOURI LAWYERS MEDIA TOTAL CHECK	M0305	MISSOURI AMERICAN WATER CO TOTAL CHECK	M0222	TOTAL CHECK	M0595	VENDOR	
330 330	210	210 210 120	Hoo	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		315		105		160		320		00		00	191	140	330	105		00	DEPARTMENT	
45160 45160	43240	46420 46420	46410	45320 45320		45110		45290		45290		45320		32186		39500	45010	45010	46240	46240		37084	ACCOUNT	
150727 150746			G7009T	150702																			PURCHASE OR	
B716395-2 B717373-2	43320 4,	43284 43285 73310	W69141	F94648 F96329		458918		361881		1820873987		443554		082515		082415	10843013	10836379	8737-7/15	5250_7/15		072315	INVOICE	
41.75 42.98 84.73	,279.13	83.00	901.71	228.99 482.72	97.48	97.48	247.44	247.44	49.98	49.98	207.23	207.23	15.00	15.00	68.25	68.25	18.75	103.50	25.55	n n	50.00	50.00	AMOUNT	
CLOROX SPRAY 4GAL/BOX URINAL SCREEN W/ FLORAL B	SUBSCRIPTION 8/15	RPR SSL SITE-MOBILES DIAGNOSE DNS ISSUES	ANNUAL SERVICE AGREEEMNT	KIT, SEALS ALTERNATOR - 312		FILTERS		TAPE, PAPER, FAX CRTRD		LABELS		SKID SHOE, CABLE		RFND MECH LICENSE		SCRAP METAL PROCEEDS	9/8 HEARING AD	HEARING	1838 OLD LEMAY FERRY	100 BOTTER WATER		RFND PAVILLION FEE	DESCRIPTION	

PAGE NUMBER: 7
ACCTPA51
ACCOUNTING PERIOD: 12/15

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TOTAL NUMBER OF CHECKS TO BE	TOTAL CASHABLE CHECKS	Y0002 JEANETTE YOUNT TOTAL CHECK	W0010 WALMART COMMUNITY BRC TOTAL CHECK	V0091 VISTA HOLDING LLC TOTAL CHECK	V0018 C.F. VATTEROTT TOTAL CHECK	T0008 TRAFFIC CONTROL CO TOTAL CHECK	S0225 SYMBOL ARTS TOTAL CHECK	S0552 SUPERIOR OIL TOTAL CHECK	S0593 SHOW ME VICTORIES LLC TOTAL CHECK	S0023 SAM'S CLUB DIRECT TOTAL CHECK	VENDOR
E ISSUED - 65		150 150 150	330 330 330 330 330 330 330 330 330	00	00	320 320 320 320 320	210	00	105	105 330 210 210 210	DEPARTMENT
		44110 44130 44140	43160 43160 43160 43160 43160 43160 43160 43160 43160 43160 43160	20162	20162	45110 45110 45110 45110	45150	20162	43290	45160 43160 45180 45290 45180	ACCOUNT
											PURCHASE OR
		082515 082515 082515	3079 5522 6170 6800-7/15 6801 8781 8791 9303 9613 9910	081915	081415	3198 3442 3443 3444	238584	082915	410	1736 4297 5676 5676 9474	INVOICE
108,761.66	108,761.66	50.00 274.85 -150.00 174.85	13.89 3.97 29.68 22.32 116.41 11.91 24.00 165.47 24.80 11.62 424.07	7,200.00	3,600.00	36.00 187.45 86.00 204.00 513.45	149.00	5,018.00	7,500.00	77.86 65.39 19.94 9.57 19.94 19.94	AMOUNT
		PER DIEM-MIRMA CONF MILEAGE - MIRMA CONF RMBRSE PRSNL EXPNS	DAYCAMD SNACKS FROZEN MOVIE SPPLYS DAYCAMP SNACKS WATER/PLATES-FRMR MKT FROZEN MOVIE SPPLYS FRMR MKT SPPLYS DAYCAMP SNACKS LITTER, BLEACH BADMITTON RKTS-DAYCMP CUPS, BAGS-DAYCAMP	GRADING ESCROW RFND	GRADING ESCROW-ELMS G	RESHEET DEER SYMBOL RESHEET SIGNS 24 X 18 RED/WHITE SIG 12' U CHANNEL	BADGES, CASES	3023ARNTNBRK GRADING	VOTER POLL - FINAL	BATTERIES DAYCAMP SNACKS SPOONS - JAIL ENVELOPES SPOONS - JAIL	DESCRIPTION

CITY OF ARNOLD CHECK REGISTER - BY FUND

PAGE NUMBER: ACCTPA21

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FUND - 30 - GRANT FUND

SELECTION CRITERIA: transact.trans\_date>'20150820 00:00:00.000' ACCOUNTING PERIOD: 12/15

TOTAL FUND	TOTAL CASH ACCOUNT	10111 82408	CASH ACCT CHECK NO ISSUE DT VENDOR	
		82408 08/21/15 C0250	ISSUE DT VENDOR	
		CARD SERVICES	NAME	
		30	DEPARTMENT	
		44110	ACCNT	
		LODGING FOR LETSAC	DESCRIPTION	
0.00	0.00	0.00	SALES TAX	
758.08	758.08	758.08	AMOUNT	

PAYMENT TYPE: CHECKS ONLY

B0509 RACHAEL BIBBS TOTAL CHECK J0168 GARY JOHNS TOTAL CHECK G0039 GILMORE & BELL TOTAL CHECK SPI
DATE: 08/28/2015

CITY OF ARNOLD

TIME: 13:29:20

CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 09/03/2015
SELECTION CRITERIA: transact.disb\_fund='41' TOTAL REPORT
TOTAL NUMBER OF CHECKS TO BE ISSUED - 4
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0 TOTAL CASHABLE CHECKS P0272 PRODUCTIVITY PLUS ACCOUNT TOTAL CHECK VENDOR 470 470 470 470 470 470 41 41 DEPARTMENT 45320 45320 45320 45320 37020 45420 45420 37020 ACCOUNT 150525 PURCHASE OR INVOICE 052215 062115 072215 F94731 33935 33959 081815 082015 5,888.61 44.21 101.78 107.32 5,080.00 5,333.31 5,888.61 187.00 85.00 272.00 146.00 146.00 137.30 AMOUNT 137.30 FINANCE CHRG FINANCE CHRG REPLACEMENT HYDRAULIC CYL RFND OVERPD SEWER DESCRIPTION 2005C ARBITRAGE REBATE 200A ARBITRAGE REBATE RFND OVERPD SEWER PAGE NUMBER: 1
ACCTPA51
ACCOUNTING PERIOD: 12/15

CITY OF ARNOLD CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.trans\_date>'20150820 00:00:00.000' ACCOUNTING PERIOD: 12/15

FUND - 43 - RECREATION CENTER FUND

TOTAL FUND	TOTAL	10111	10111	10111	10111	10111	10111	10111	CASH A
FUND	CASH ACCOUNT	150							CASH ACCT CHECK NO
	TOUNT	150549	7406	7405	7404	7403	7402	7401	CK NO
		08/17/	08/28/	08/28/	08/21/	08/21/	08/21/	08/21/	ISSUE DT VENDOR
		08/17/15 K0179	08/28/15 F0196	08/28/15 A0376	08/21/15 M0222	08/21/15 C0266	08/21/15 C0266	08/21/15 C0250	DT VEN
		KANSAS STATE BANK	FRIENDS ON THE GO	AGR INC	MISSOURI AMERICAN W 340	CHARTER COMMUNICATI 340	CHARTER COMMUNICATI 340	CARD SERVICES	NAME
		STATE	S ON TH	(2	RI AMER	R COMMI	R COMMI	ERVICES	
		BANK	IE GO		RICAN W	JNICATI	JNICATI	01	
		340	43	340	340	340	340	340	DEPARTMENT
									TMENT
								20	
		45090	14005	45220	46240	43290	43290	45290	ACCNT
		EQUI	9/1	MAIL	1695	SERV	WI F	ETSY	
		EQUIPMENT I	CLYDESI	MAIL PREP 8	MO ST	ICE 8/2	WI FI 8/19-9/18	ETSY CLIP	DESCRI
		LEASE	9/1 CLYDESDALE TRIP	& POSTAGE	1695 MO ST - INDOOR	SERVICE 8/21-9/20	-9/18	ART FILES	DESCRIPTION
			dI.	GE	OR	Ü		SE	
0.	0.	0.	0.	0.	0.	0.	0.	0.	SALES TAX
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	XAT
D	9	N		2					
6,100.37	6,100.37	2,581.08	164.00	2,412.50	610.19	197.61	125.00	9.99	AMOUNT

PAGE NUMBER: ACCTPA21

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PAYMENT TYPE: CHECKS ONLY

L0221 CECELIA LEIST TOTAL CHECK L0222 KENNETH LONG TOTAL CHECK G0013 WW GRAINGER TOTAL CHECK F0169 JODY FAGAN TOTAL CHECK C0312 COLLIER CARPET CLEANING TOTAL CHECK IO053
IDEAL LANDSCAPE GROUP
TOTAL CHECK H0114 KYMBERLY B HUIE TOTAL CHECK H0133 HERBIG MECHANICAL INC TOTAL CHECK H0195 HEALTH IS INSIDE TOTAL CHECK B0234 BASIC TRAINING INC TOTAL CHECK A0157
THE ACTIVE NETWORK LTD
TOTAL CHECK 10042 INTEGRITY FITNESS SERVICES L TOTAL CHECK H0274 HOUSKA'S ACE HARDWARE TOTAL CHECK VENDOR 340 340 340 340 340 43 340 340 340 340 340 43 340 43 DEPARTMENT 46440 46410 45112 45112 45112 43165 46410 46410 37082 37080 43165 46410 45112 43165 43165 14005 ACCOUNT PURCHASE OR 150699 INVOICE 64335 64592 64676 6703 27821 1855 1855A 081415 082415 082615 15 - 449082415 9813521573 082615 082615 410011279604 1,021.22 1,021.22 9,095.64 9,095.64 575.00 100.00 675.00 210.00 595.00 507.50 507.50 123.00 210.00 669.75 595,00 637.35 123.00 16.99 13.80 4.96 35.75 669.75 240.00 240.00 637.35 AMOUNT 53,00 73.02 73.02 53.00 ALGAE CNTRL-PRKNG LOT FASTENERS FASTENERS RNFD RENTAL FEES MBRSHP CREDIT CENTER POD ASSY RPR BROKEN LINE-GAZEB CLASSES 8/17-8/28 CLEAN CARPET DURING SHUT CLEAN CARPET-FITNESS ANNUAL MNTNC CNTRCT INSTL RTRN AIR TEMP S PRSNL TRNR 8/12-8/24 SHOWER CURTAINS ZUMBA 8/17-8/27 BOOT CAMP 7/20-8/27 DESCRIPTION

PAGE NUMBER: 1
ACCTPA51
ACCOUNTING PERIOD: 12/15

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ACCTPA51
ACCOUNTING PERIOD: 12/15

NATA	1
TAMENT	
TYTE	
CHECKS	
CNLX	

ICIAL CHECK		TOTAL CHECK	TO134	TOTAL CHECK	S0246	TOTAL CHECK	SOO25	TOTAL CHECK	SO344	TOTAL CHECK		SAM'S CLUB DIRECT	CHECK	ROO14	TOTAL CHECK	P0113 PAPA JOHNS INTERNATIONAL	TOTAL CHECK	MO305	,	M0168	TOTAL CHECK	M0022 MIDWEST POOL MANAGEMENT	VENDOR	PAYMENT TYPE: CHECKS ONLY
	ω		ω	OFECTION	45		ω		ω	ω	w w	ιωω		3	Ü		15			PUBLIC SAFE	Ü		н	ONLY
	340		340		340		340		340	340	340	340 340		340	C 4	340		340		340	ć	340 340	DEPARTMENT	
	45112		46410		46410		45112		43165	45250	45130 45290	45160 45250		45160	#0.F00	45106 45106		45010		46410	40200	46410 43280	ACCOUNT	
			150720							150745				150746							10000	150711 150056	PURCHASE OR	
	18037861		2165207		10038		9974-2		082615	5635	4296	4030-7/15 4030-7/15		717373	20/2012/002	S0758157600 S0758157601		10837032		E15-65036	L σ σ	16471 16527	INVOICE	
265.78	265.78	1,417.15	1,417.15	165.00	165.00	274.74	274.74	252.00	252.00	3,602.00	38.34	129.40 79.86	545.85	545.85	90.00	30.00	23.10	23.10	25.00	25.00	51,965.50	385.00 25,736.99	AMOUNT	
	BALLASTS		ESTIMATED SHIPPING/HANDLI		ELEVATOR INSPECTION		PAINT		CLASSES 8/17-8/29	VIZIO 43" TELEVISION HDTV	CANDY, PICKLES, ICEPOP	WASHCLOTHES DVD/CABLES-KIDS CLUB		2PLY RL TISSUE CASE OF 96	2 KIAANS	5 PIZZAS 5 PIZZAS		AD-CARDIO EQUIPMENT		ELEVATOR INSPECTION	LIFEGUARDS NOT TO EXCEED	NEW STENNER FOR ACID LIFEGUARDS NOT TO EXCEED	DESCRIPTION	

PAYMENT TYPE: CHECKS ONLY

PAGE NUMBER: 3
ACCTPA51
ACCOUNTING PERIOD: 12/15

TOTAL REPORT TOTAL NUMBER OF CHECKS TO BE ISSUED - 25 TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED -	TOTAL CASHABLE CHECKS TOTAL EFT VOUCHERS	TOTAL CHECK				VENDOR W0010 WALMART COMMUNITY BRC
E ISSUED - 25 S TO BE ISSUED - 0		340 340 340	340 340 340	340 340 340 340	340 340 340 340	DEPARTMENT 340 340
		45106 45112 45290	45135 45290 45106	45106 45106 45112 45290 43165	45112 45250 45120 45120	ACCOUNT 45106 45250
						PURCHASE OR
		9910	9611 9612 9612	5762 6799 7738 7738 87738	1459 2580 3079 3079	INVOICE 0287-8/15 0609
74,135.61	74,135.61 .00	236.40 4.97 .94 1,286.93	34,50 5,88 247,56	189.12 15.22 14.96 9.83 48.80	27.24 218.00 2.97 18.58	AMOUNT 189.12 22.84
		WASP SPRAY ENVELOPES	WATER TOYS MARKERS CUPCAKES, WATER	CUPCAKES PLATES, NAPKINS, WATE WASP SPRAY MARKERS, TISSUE STORAGE TOTES	FLAG CASE, B BALL NET TV-KIDS CLUB ERASERS CALCULATOR, FACE TISSU	DESCRIPTION CUPCAKES CABLES-KIDS CLUB TV

CITY OF ARNOLD CHECK REGISTER - BY FUND

PAGE NUMBER: ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20150820 00:00:00.000' ACCOUNTING PERIOD: 12/15

FUND - 44 - GOLF COURSE FUND

TOTAL F	TOTAL C	10111	TOTAL C	10111	10111	10111	10111	10111	10111			10111	10111	CASH AC	
FUND	CASH ACCOUNT	82412	CHECK	82411	82411	82411	82411	82411	82411	CHECK		82410	82409	CASH ACCT CHECK NO	
	Н	08/21/15 M0222			08/21/15 H0156		08/21/15 HO1	08/21/15 H0156	08/21/15 H01		08/21/15		08/21/15 C0250	O ISSUE DT VENDOR	
		22 MISSOURI AMERICAN W		HERRELL	HERRELL DIST	56 HERRELL DIST CO	56 HERRELL DIST CO	HERRELL	56 HERRELL DIST CO		50 CARD SERVICES	50 CARD SERVICES	50 CARD SERVICES	DOR NAME	
		N W 440		440	440	440	440	440	440		440	440	440	DEPARTMENT	
		46240		45131	45131	45131	45131	45131	45131		46420	45111	43290	ACCNT	
		1 GOLFVIEW-CLUBHOUS		SELECT 24BOTTLES/CA	BUD LITE 24BOTTLES/	BUDWEISER 30CANS/PK	BUSCH 30CANS/PK	BUD SELECT 30 CANS/	BUD LITE 30CANS/PK		BELT	BUG SPRAY, SIGNS	DEADBOLT LOCKS	DESCRIPTION	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	SALES TAX	
809.50	809.50	25.55	685.50	106.50	106.50	65.70	56.40	131.40	219.00	88.46	9.85	78.61	9.99	AMOUNT	

						TOTAL CACIDATE CIECUS
WATER, SODA, POWERADE	87.62 87.62	0311		45130	440	W0010 WALMART COMMUNITY BRC TOTAL CHECK
	284.40					CHECK
GOLF BALLS	284.40	31077214		45135	440	T0197 TAYLOR MADE GOLF CO INC
	235.18					
BUNS, CANDY, COFFEE	235.18	7436	18	45130	440	S0023 SAM'S CLUB DIRECT
GOLF BALLS GOLF BALLS	41.25 324.00 365.25	974675023 975174971		45135 45135	440 440	N0061 NIKE USA INC TOTAL CHECK
	45.49					TOTAL CHECK
HYD OIL	45.49	322733		46420	440	N0078
	370.99					
TOPDRESSING SAND TRUCKLOA	370.99	3594	150744	45111	440	M0490
	107.09					TOTAL CHECK
LESCO WET PLUS FRTLZR	107.09	73096965		45111	440	JOHN DEERE LANDSCAPES
	19.99					
FLEXOGEN HOSE	19.99	64489		45250	440	H0274 HOUSKA'S ACE HARDWARE
	216.67					CHECK
GAS & DIESEL PURCHASES FO	216.67	725	150062	45310	440	HOME SERVICE OIL CO
	509.65					
BUD LIGHT 24 BOTTLES PER	509.65	326382	150768	45131	440	HO156
	223.10					TOTAL CHECK
SODA, POWERADE	223.10	3858122404		45130	440	COCA COLA BEEBESHMENTS
MATS, TOWELS	13.64 49.82 126.92	0135666		45160	440	TOTAL CHECK
UNIFORMS MATS, TOWELS	13.64 49.82	0110199		45150 45160 45150	440 440 440	A0101 AUS ST LOUIS MC LOCKBOX
GOLF BALLS TITLEIST CAPS	119.09 396.98 516.07	901234030 901240258		45135 45135	440 440	A0368 ACUSHNET COMPANY TOTAL CHECK
DESCRIPTION	AMOUNT	INVOICE	PURCHASE OR	ACCOUNT	DEPARTMENT	VENDOR
						PAYMENT TYPE: CHECKS ONLY
PAGE NUMBER: 1 ACCTPA51 ACCOUNTING PERIOD: 12/15	/03/2015	D DUE DATE: 09/03/2015	CITY OF ARNOLD CHECK FORMAT -	1	CASH REQUIREMENTS	SPI DATE: 08/28/2015 TIME: 13:29:49 SELECTION CRITERIA: transact.disb_fund='44'

TOTAL CASHABLE CHECKS

3,108.42

PAYMENT TYPE: CHECKS ONLY

TOTAL EFT VOUCHERS VENDOR

DEPARTMENT

ACCOUNT PURCHASE OR INVOICE

AMOUNT

DESCRIPTION

PAGE NUMBER: 2
ACCTPA51
ACCOUNTING PERIOD: 12/15

.00

3,108.42

TOTAL REPORT
TOTAL NUMBER OF CHECKS TO BE ISSUED - 13
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0

CITY OF ARNOLD CHECK REGISTER - BY FUND

PAGE NUMBER: ACCTPA21

7

FUND - 48 - STORMWATER FUND

SELECTION CRITERIA: transact.trans\_date>'20150820 00:00:00.000' ACCOUNTING PERIOD: 12/15

188,684.59	0.00						TOTAL REPORT
30.00	0.00						TOTAL FUND
30.00	0.00						TOTAL CASH ACCOUNT
30.00	0.00	STORMWATER DATA PLA	46140	480	CARD SERVICES	29842 08/21/15 C0250	10111 29842
AMOUNT	SALES TAX	DESCRIPTION	ACCNT	DEPARTMENT	NAME	ISSUE DT VENDOR	CASH ACCT CHECK NO ISSUE DT VENDOR

PAYMENT TYPE: CHECKS ONLY

SPI
DATE: 08/28/2015
CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 09/03/2015
SELECTION CRITERIA: transact.disb\_fund='48'

PAGE NUMBER: 1
ACCTPA51
ACCOUNTING PERIOD: 12/15

TOTAL REPORT TOTAL NUMBER OF CHECKS TO BE TOTAL NUMBER OF EFT VOUCHERS	TOTAL CASHABLE CHECKS TOTAL EFT VOUCHERS	TOTAL CHECK	WOOO6	TOTAL CHECK	Q0008 THE OUTERETE COMPANIES	1	PUBLIC WATER DISTRICT #1	K0047 K & K SUPPLY TOTAL CHECK	TOTAL CHECK	CO182	BOOO9 BAYER'S GARDEN SHOP INC TOTAL CHECK	TOTAL CHECK		TOTAL CHECK		A0101 AUS ST LOUIS MC LOCKBOX	VENDOR
S TO BE ISSUED - 0			480		480		480	480 480		480	480 480		480	480	480	480 480	DEPARTMENT
			45110		45110		46230	45250 45110		45090	45110 45110		45110	45150	45110	45110 45150	ACCOUNT
			150753		150739					150021							PURCHASE OR
			490155		12446308		6159-8/15	514237 514748		16205	1339 1389		411102	0135665	0135665	0110198	INVOICE
6,204.07	6,204.07	1,271.84	1,271.84	897.25	897.25	13.33	13.33	262.69 138.23 400.92	3,237.50	3,237.50	89.36 199.91 289.27	31.36	31.36	22.89 62.60	8.41	8.41	AMOUNT
			ROCK FOR MELODY LANE (60		PALLET DEPOSIT		USAGE 7/29-8/26	METAL DETECTOR REBAR		STREET SWEEPING FY15 9/14	TOP SOIL, STRAW SEED, STRAW, TOP SOIL		STIHL CHAIN.	UNIFORMS	MATS, TOWELS	MATS, TOWELS	DESCRIPTION