

## City of Arnold, Missouri

Council Meeting  
Council Chamber

June 16, 2016  
7:00 p.m.

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### Agenda

1. Pledge of Allegiance:
2. Opening Prayer: TBD
3. Roll Call
4. Business from the Floor:
5. Consent Agenda
  - A. Minutes from **June 2, 2016**.
  - B. Payroll Warrant **#1240 in the Amount of \$268,136.64**
  - C. General Warrant **#5668 in the Amount of \$1,044,871.18**
6. Ordinances:
  - A. **Bill No. 2635:** An Ordinance of the City of Arnold, Authorizing Ameren Missouri to Provide Monthly Successor Connection Reports.
7. Resolutions:
  - A. **Resolution No. 16-33:** A Resolution Authorizing the Mayor to Execute an Encroachment Agreement with Property Owner of 340 Bramtonn Place.
  - B. **Resolution No. 16-34:** A Resolution Appointing Joseph L. Hendrickson to the Board of Adjustment for the Remainder of a Five-Year Term.
  - C. **Resolution No. 16-35:** A Resolution Authorizing the Mayor to Execute a Mutual Aid Agreement with Saline Valley Fire Protection District.
  - D. **Resolution No. 16-36:** A Resolution Proclaiming the City of Arnold as a Purple Heart City.
  - E. **Resolution No. 16-37:** A Resolution Authorizing the Mayor to Enter into a Contract with Vermont Systems.

**F. Resolution No. 16-38:** A Resolution Appointing Sgt. Clinton Wooldridge to the Police Pension Board.

8. Motion:
9. Reports from Mayor, Council, and Committees:
10. Administrative Reports
11. Adjournment

Mayor Ron Counts called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was recited.

Pastor Mike Costello from Oasis Church offered the opening prayer.

Mayor Counts asked for a moment of silence in honor of Lloyd Allen Rodgers who recently passed away. Mr. Rodgers served his community for many years and will be greatly missed.

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

#### **BUSINESS FROM THE FLOOR**

Charles Thome – 1653 Harmony – Spoke regarding the storm water issues he has had at his home. He has been in contact with his council person Butch Cooley, who has in turn asked Ed Blattner to look into this issue.

#### **CONSENT AGENDA**

- A. MINUTES FROM THE MAY 19, 2016 MEETING**
- B. PAYROLL WARRANT NO. 1239 IN THE AMOUNT OF \$263,390.54**
- C. GENERAL WARRANT NO. 5667 IN THE AMOUNT OF \$313,312.68**

**Butch Cooley made a motion and so moved to approve the consent agenda.**  
Seconded by Vern Sullivan. Roll call vote: Fleischmann, yes; Plunk, yes; McArthur, yes; Sullivan, yes; Cooley, yes; Owens, yes; Amato, yes; Fulbright, yes; 8 Yeas:  
**Consent agenda approved.**

#### **ORDINANCES**

NONE

## RESOLUTIONS

### **RESOLUTION NO. 16-32 – A RESOLUTION APPROVING THE PURCHASE OF SIX (6) NEW POLICE VEHICLES**

**Jason Fulbright made a motion and so moved to amend Resolution No. 16-32.** The amendment would strike the sentence “Any vehicle purchased pursuant to this resolution shall be packaged by the manufacturer as a police package vehicle” and replaced with “These vehicles will be purchased at the start of Fiscal Year 2017. In order for the vehicles to be outfitted and packaged by the manufacturer as police package vehicle pursuant to the Fulbright/Coleman Police Fleet Initiative sufficient time must be given and the order placed now. Upon delivery of these new vehicles, eight (8) old vehicles will be stripped of pertinent police equipment and sold at auction with those funds going back into the General Revenue fund. This will satisfy the City’s goal of obtaining and maintaining a fleet of twenty-four (24) police vehicles by the start of Fiscal Year 2018.” Seconded by Brian McArthur. Roll call vote: Fleischmann, yes; Plunk, yes; McArthur, yes; Sullivan, yes; Cooley, yes; Owens, yes; Amato, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

### **RESOLUTION NO. 16-32 – A RESOLUTION APPROVING THE PURCHASE OF SIX (6) NEW POLICE VEHICLES - AS AMENDED**

**Jason Fulbright made a motion and so moved to approve Resolution No. 16-32 as amended.** Seconded by Brian McArthur. Roll call vote: Fleischmann, yes; Plunk, yes; McArthur, yes; Sullivan, yes; Cooley, yes; Owens, yes; Amato, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

## MOTIONS

### **A. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING COLLECTIVE BARGAINING PURSUANT TO RSMo SECTION 610.021 (9)**

**Jason Fulbright made a motion and so moved to hold a closed session immediately following the city council meeting.** Seconded by David Owens. Roll call vote: Fleischmann, yes; Plunk, yes; McArthur, yes; Sullivan, yes; Cooley, yes; Owens, yes; Amato, yes; Fulbright, yes; 8 Yeas: **Motion carried.**



## REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

**Mayor Counts** – Read a letter he wrote and is sending to the Missouri Highway and Transportation Commission showing the City's support in changing the dangerous intersection at Highway 141 and Ridgewood School.

**Brian McArthur – Ward 2** – Stated he will be glad when the rain ends as it only heightens storm water issues and that eventually the City needs to look at ways to permanently improve the storm water issues as flooding is happening more often.

**Phil Amato – Ward 3** – Stated that before the flood occurred he had requested that staff prepare preliminary reports and mapping regarding the possibility of annexing the three Fox Schools that are outside city limits. Now that FEMA paperwork has been completed he would like these reports to be completed as soon as possible as he would like to see the item of annexation placed on the November ballot if possible, which means we would need a decision to proceed by the August deadline.

Discussion followed regarding annexation and the possibility of taking the issue to a Work Session.

**David Owens – Ward 2** – Wanted to be sure that the scheduled road closure on Tenbrook due to the Railroad overpass construction was placed on the website.

**Dan Kroupa** – Thanked the Mayor for sending the letter regarding the intersection at Highway 141 and Ridgewood School, as it is definitely an unsafe area. Mr. Kroupa also stated that he is in favor of doing the research regarding annexation. He is not saying he is for it or against it, but thinks the research needs to be done.

**Butch Cooley – Ward 4** – Stated he would like the annexation issue to go to a Work Session. He thinks it is a very important issue. Mr. Cooley asked Ed Blattner to have staff look at the ditch on Old Lemay Ferry in front of the Family Worship Center as it needs to be cleaned out. Mr. Cooley also stated he was contacted by a resident at 2032 Melody Lane stating the trash truck damaged the road.

**Vern Sullivan – Ward 3** – Stated Webb Terrace had a lot of damage during the flood, and would like it looked at. He thought taking the annexation issue to a Work Session was a good idea.

**Gary Plunk – Ward 4** – Sent his thoughts and prayers to the family of Lloyd Rodgers. Mr. Plunk also stated he agrees that expanding the city through annexation is a good idea, but doesn't agree it should be pushed through too quickly just to get it on the November ballot. He believes we need to have time to educate ourselves and residents alike and that there needs to be time to have proper studies done.

**E.J. Fleischmann – Ward 1** – Agrees that the annexation issue should be brought to a Work Session.

**Jason Fulbright – Ward 1** – He also believes it would be a good idea to take the annexation issue to a Work Session. He requests that staff look at a possible 3 mile radius around the city and obtain data regarding items such as businesses, residential areas, street conditions, etc. Mr. Fulbright stated at least that would give us an idea of what we are looking at.

Discussion followed by council. The issue of annexation will go to a Work Session.

Butch Cooley informed council that the Liquor Committee met tonight and asked City Clerk Tammi Casey to provide a report. Mrs. Casey stated that during the annual renewal process Shop N Save, Wing Stop Restaurant, Drury Inn and Pear Tree Inn also applied for a Change in Managing Officers. All information has been received and reviewed and the Liquor Committee is forwarding a recommendation of approval. **Butch Cooley made a motion and so moved to approve the Change in Managing Officer applications for Shop N Save, Wing Stop Restaurant, Drury Inn and Pear Tree Inn.** Seconded by Vern Sullivan. Roll call vote: Fleischmann, yes; Plunk, yes; McArthur, yes; Sullivan, yes; Cooley, yes; Owens, yes; Amato, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

Mrs. Casey also stated the annual renewals that have been received since the last meeting of May 19<sup>th</sup> have been reviewed and the Liquor Committee is forwarding a recommendation of approval. **Butch Cooley made a motion and so moved to approve the annual renewals that have been received since the last meeting of May 19<sup>th</sup>.** Seconded by Vern Sullivan. Roll call vote: Fleischmann, yes; Plunk, yes; McArthur, yes; Sullivan, yes; Cooley, yes; Owens, yes; Amato, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

## ADMINISTRATIVE REPORTS

**Chief Shockey** – Informed everyone that Captain Ruckman is retiring and Monday, June 6<sup>th</sup> will be his last day. There will be a retirement luncheon next Monday and he will be missed.

**Bryan Richison** – Informed council that as they are aware, there are still electrical issues at the City Park due to the flood. Work had to begin or the park would not be ready for the annual July 4<sup>th</sup> celebration, which would be a serious problem. As it was an urgent situation to have the work completed by the July 4<sup>th</sup> holiday and Reinhold Electric informed him that there was nothing that could be done to water proof the electric in the park against future flooding, he authorized Reinhold Electric to perform the work necessary to get the parks' electric repaired. The bid from Reinhold was \$12,450.00. He asked council for a motion to ratify and approve the work performed by Reinhold Electric. **Brian McArthur made a motion and so moved to approve the electrical work performed at Arnold City Park by Reinhold Electric in the amount of \$12,450.00.** Seconded by Gary Plunk. Roll call vote: Fleischmann, yes; Plunk, yes; McArthur, yes; Sullivan, yes; Cooley, yes; Owens, yes; Amato, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

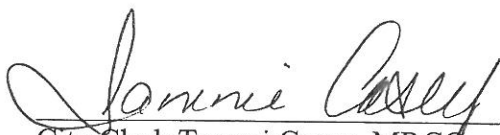
**Ed Blattner** – Informed council that Hurste Rosche will make a presentation at the next Work Session regarding the preliminary findings from SEMA.

Mayor Counts announced a 5 minute recess before going into closed session.

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Closed session ended at 10:12 p.m.

A motion to adjourn the meeting was made by Vern Sullivan. Seconded by Gary Plunk.

Meeting adjourned at 10:12 p.m.

  
City Clerk Tammi Casey, MRCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 6/2/2016

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	MOTION TO AMEND RESOLUTION NO. 16-32	RESOLUTION NO. 16-32 AS AMENDED	MOTION TO HOLD CLOSED SESSION	APPROVE RECEIVED CHANGE IN MANAGING OFFICER LIQUOR APPLICATIONS
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	RON COUNTS	PRESENT					
<b>COUNCIL:</b>	E J FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	PHIL AMATO	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>		SUSIE BOONE	PRESENT	
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>		ED BLATTNER	PRESENT	
<b>COM DEV</b>	MARY HOLDEN	PRESENT	<b>TREASURER:</b>		DAN KROUPA	PRESENT	
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT	<b>POLICE DEPT.</b>		CHIEF SHOCKEY	PRESENT	

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 6/2/2016

PAGE: 2

BILL NO - RESOLUTION - MOTION

		APPROVE ANNUAL LIQUOR RENEWALS RECEIVED SINCE MAY 19TH MEETING	MOTION TO APPROVE REINHOLD ELECTRIC BID				
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	RON COUNTS						
<b>COUNCIL:</b>	E J FLEISCHMANN	YES	YES				
<b>COUNCIL:</b>	GARY PLUNK	YES	YES				
<b>COUNCIL:</b>	BRIAN MCARTHUR	YES	YES				
<b>COUNCIL:</b>	VERN SULLIVAN	YES	YES				
<b>COUNCIL:</b>	BUTCH COOLEY	YES	YES				
<b>COUNCIL:</b>	DAVID OWENS	YES	YES				
<b>COUNCIL:</b>	PHIL AMATO	YES	YES				
<b>COUNCIL:</b>	JASON FULBRIGHT	YES	YES				
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON			<b>PARKS DIR:</b>	SUSIE BOONE		
<b>CITY CLERK</b>	TAMMI CASEY			<b>PUBLIC WORKS:</b>	ED BLATTNER		
<b>COM DEV</b>	MARY HOLDEN			<b>TREASURER:</b>	DAN KROUPA		
<b>CITY ATTORNEY</b>	BOB SWEENEY			<b>POLICE DEPT. CHIEF</b>	SHOCKEY		

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**CITY OF ARNOLD, CITY COUNCIL, JUNE 16, 2016 MEETING**

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**TO:** THE MAYOR AND CITY COUNCIL  
**FROM:** MARY P. HOLDEN, DIRECTOR OF COMMUNITY DEVELOPMENT  
**SUBJECT:** AMEREN MISSOURI SUCCESSOR CONNECTION REPORTS  
**DATE:** JUNE 7, 2016  
**CC:**

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Ameren Missouri provides monthly reports of new connections to the local jurisdictions so long as the jurisdiction adopts the attached ordinance and pays a yearly fee in the amount \$150.00 dollars. These monthly reports will be a valuable tool for our property maintenance program. While it will not catch all property owners moving tenants in without an inspection, it will provide us much needed assistance.

**AN ORDINANCE OF THE CITY OF ARNOLD, MISSOURI, AUTHORIZING  
AMEREN MISSOURI TO PROVIDE MONTHLY SUCCESSOR CONNECTION  
REPORTS**

**WHEREAS**, Ameren Missouri has the capability of notifying the City when there are a successors of existing utility service by residential and non-residential customers;

**WHEREAS**, this information is very useful for the City and maintaining our objective of providing safe places to occupy; and

**WHEREAS**, this information is very useful new occupancy information and for code enforcement purposes.

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

**SECTION 1.** Ameren Missouri shall advise the City of Arnold on a monthly basis, in writing, when there is a change of user of residential or non-residential electric services within the City. The reports shall be provided to the City of Arnold within seven (7) working days after the end of each month, indicating the address and apartment or unit number and the name(s) in which such service is connected or billed.

**SECTION 2.** Ameren Missouri shall submit annually to the City and invoice for its cost associated with this ordinance. The initial cost of this service shall not exceed one hundred fifty dollars (\$150.00). Future price increases, if any, will only reflect the actual cost incurred by Ameren Missouri to provide this service. The City shall pay to Ameren Missouri the amount of the invoice within thirty (30) days of receipt.

**SECTION 3.** This Ordinance shall be in full force and effect from and after the date of its passage and adoption.

READ TWO TIMES, PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

1st reading: \_\_\_\_\_

2nd reading: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Robert Sweeney



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**CITY OF ARNOLD, CITY COUNCIL, JUNE 16, 2016 MEETING**

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**TO:** THE MAYOR AND CITY COUNCIL  
**FROM:** MARY P. HOLDEN, DIRECTOR OF COMMUNITY DEVELOPMENT  
**SUBJECT:** ENCROACHMENT AGREEMENT FOR 340 BRAMTONN PLACE  
**DATE:** JUNE 7, 2016  
**CC:**

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Please find attached an encroachment agreement with the owners of 340 Bramtonn Place to build a deck over half of the storm water easement. Tom Passig, Storm Water Superintendent, has reviewed the request and has no issue with the request.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
ENCROACHMENT AGREEMENT WITH PROPERTY OWNER OF  
340 BRAMTONN PLACE.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to execute an encroachment agreement Ajdin & Mirsada Pupic in regards to property located at 340 Bramtonn Place. Encroachment onto a stormwater easement for the purpose of building a deck structure.

A copy of said encroachment agreement and Exhibit A is attached hereto and made a part hereof reference.

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Presiding Officer of the City Council

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Mayor Ron Counts

ATTEST:

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City Clerk Tammi Casey

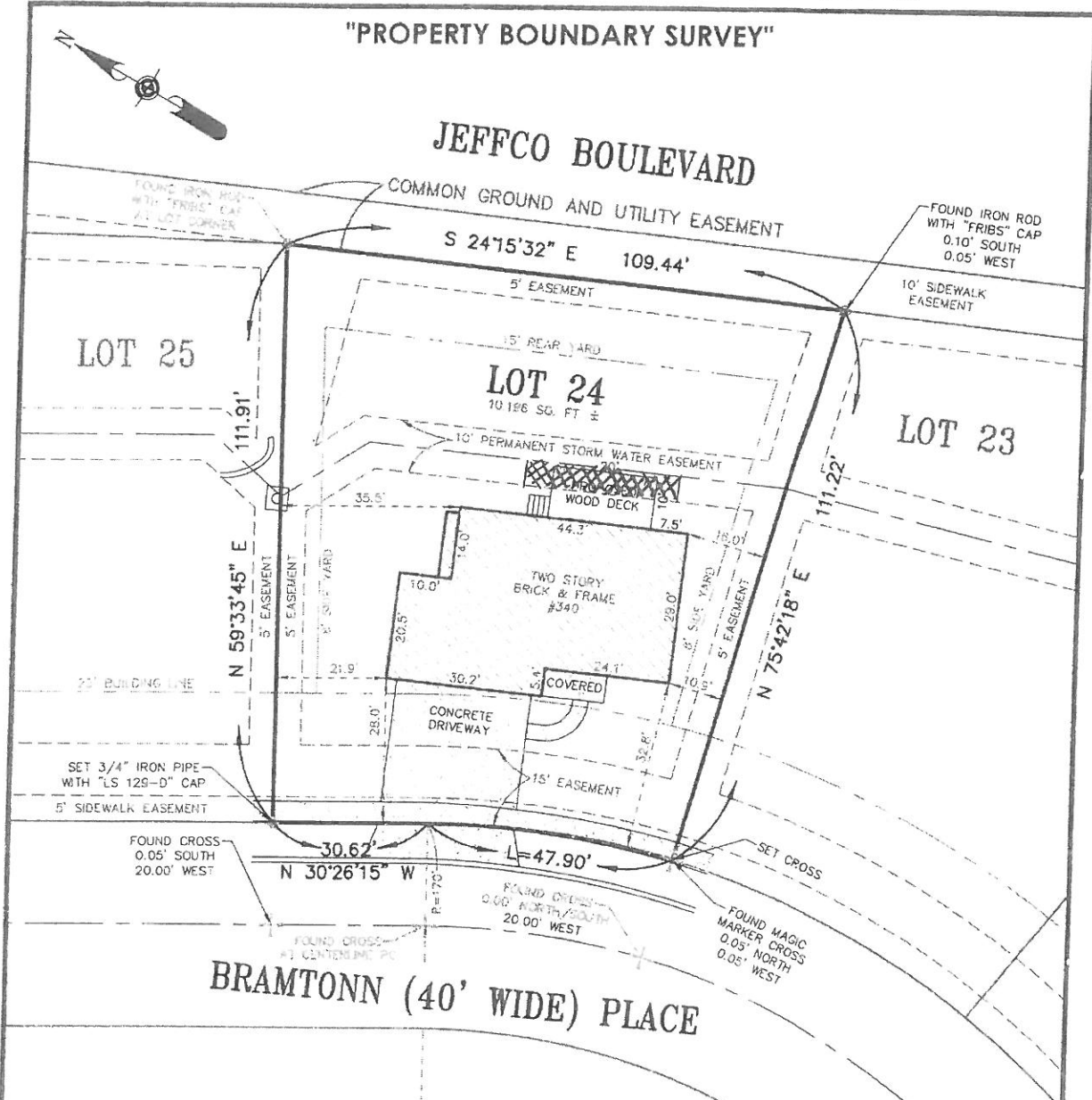
Date: \_\_\_\_\_

May 27, 2016

~~ENCROACHMENT~~

EXHIBIT A

"PROPERTY BOUNDARY SURVEY"

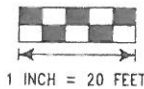


SOURCE OF TITLE: First American Title Insurance Company, File No.: 16-01450;  
 Effective Date: February 18, 2016 at 8:00 A.M.

This is to certify that we, James Surveying Company, at the request of AJin Pupic and Mirsada Pupic we have, on the 11th day of April, 2016, to the best of our ability and judgment, executed a Property Boundary Survey in accordance with the "Minimum Standards for Property Boundary Surveys" as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors and the Missouri Department of Agriculture, Division of Geology and Land Survey, on Lot 24 of Stone Creek, according to the plat thereof recorded in Plat Book 245, Page 7 of the Jefferson County Records in Jefferson County, Missouri, and that this Survey reflects all visible improvements, including fences and Easements, as depicted on the Record Plat and on the above mentioned Title Commitment. The subject property is an URBAN property as defined in said Standards. The Bearing Reference System, Building Lines and Easements, unless otherwise referenced, are taken from the Record Plat, current zoning setbacks may not be shown.

LEO J. KLUTHO, AGENT  
 MO. REG. NO. PLS-2005019212

**JAMES SURVEYING COMPANY**  
 10811 BIG BEND BOULEVARD  
 KIRKWOOD, MO 63122  
 PHONE: (314) 822-1006; FAX: (314) 822-0006



PROJECT NAME: PROPERTY BOUNDARY SURVEY  
 PROJECT ADDRESS: 340 BRAMTONN PLACE  
 ARNOLD, MO 63010

REVISED: ORIGINAL CERTIFICATE LICENSE NUMBER 000129  
 DATE: 04/13/2016  
 FIELD WORK: C.W.  
 DRAWN BY: E.S.  
 ORDER NUMBER: 206566

4/13/2016

SHEET 2 OF 2



**RESOLUTION NO: 16-34**

**A RESOLUTION APPOINTING JOSEPH L. HENDRICKSON TO  
THE BOARD OF ADJUSTMENT FOR THE REMAINDER OF A  
FIVE-YEAR TERM**

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Joseph L. Hendrickson to the Board of Adjustments to serve the remainder of a five-year term, terminating on December 31, 2017, or until a successor has been appointed and qualified.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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

June 09, 2016

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**Joseph L. Hendrickson**  
**2438 Guardian Court**  
**Arnold, MO 63010**

**Phone:** (314) 972-4308  
**Email:** joe@hendricksons.org

**Citizenship:** U.S.  
**Veterans Preference:** Not applicable

**Education**

Saint Louis University School of Law, St. Louis, Missouri  
J.D., *Magna Cum Laude*  
Graduated: 1996  
GPA: 3.58  
Rank: Top 5% of class; 10th out of 238

University of Missouri-St. Louis, Missouri  
B.S., Criminology and Criminal Justice, *Summa Cum Laude*  
Graduated: 1993  
GPA: 3.8

**Professional Licenses**

Licensed Attorney in the States of Missouri (active) and Illinois (inactive)  
Member of United States Supreme Court bar  
Certified Fraud Examiner

**Professional Experience**

United States Probation Office  
Eastern District of Missouri  
Thomas F. Eagleton United States Courthouse  
111 S. 10th Street, Suite 2.325  
St. Louis, Missouri 63102

**Supervising U.S. Probation Officer**

(June 2009 to Present)

**Senior U.S. Probation Officer-Special Offender Specialist**

(June 2008 to June 2009)

**United States Probation Officer**

(August 1998 to May 2008)

Joseph L. Hendrickson  
*resume*

The Honorable Lewis M. Blanton  
United States Magistrate Judge  
339 Broadway, Room 111  
Cape Girardeau, Missouri 63701  
Supervisor: Judge Blanton (retired)  
**Elbow Law Clerk**  
(August 1996 to August 1998)

### **HONORS AND AWARDS**

Distinguished Service Award from Michael R. Reap, Acting United States Attorney  
Distinguished Service Award from Catherine L. Hanaway, United States Attorney  
Letter of Appreciation presented by William Burchill Jr., General Counsel, Administrative Office of the United States Courts  
Academic Achievement Awards in law school for First Amendment and Administrative Law classes  
Recipient of the Clifford Willard Gaylord Foundation Scholarship for academic excellence during law school  
Selected to Order of the Woolsack during law school  
Appointed Deputy Managing Editor of the Saint Louis University Law Journal  
Selected to Phi Kappa Phi National Honor Society  
Recipient of the Atlas Award recognizing outstanding achievement by a student to a university organization  
Recipient of the St. Louis County Police Department Award of Excellence

### **SPECIAL SKILLS/ACTIVITIES**

Member of Strawberry Ridge HOA Architectural Review Committee  
Member of the Association of Certified Fraud Examiners  
Member of the Federalist Society  
Member of the Bar Association of Metropolitan St. Louis

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**CITY OF ARNOLD, CITY COUNCIL, JUNE 16, 2016 MEETING**

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**TO:** THE MAYOR AND CITY COUNCIL  
**FROM:** MARY P. HOLDEN, DIRECTOR OF COMMUNITY DEVELOPMENT  
**SUBJECT:** MUTUAL AID AGREEMENT WITH SALINE VALLEY FIRE PROTECTION DISTRICT  
**DATE:** JUNE 7, 2016  
**CC:**

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As discussed at the May 12, 2016 Council work session, we are creating an emergency response team for building inspectors with our surrounding jurisdictions in the event of a natural disaster. Part of this process is to have mutual aid agreements in place and we are pleased to present to the City Council the first mutual aid agreement with Saline Valley Fire Protection District.



RESOLUTION NO: 16-35

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MUTUAL  
AID AGREEMENT WITH SALINE VALLEY FIRE PROTECTION DISTRICT

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**WHEREAS**, certain reimbursements or financial aid may be made available to local governments for costs related to cleanup and rehab after natural disasters or emergency conditions, as such are declared by the Governor or federal authorities, and

**WHEREAS**, Saline Valley Fire Protection District and the City of Arnold believe it is beneficial to aid one another in natural disasters, and

**WHEREAS**, the City of Arnold finds it to be in its best interest to have such mutual aid agreements with other local government entities in the State and region, and

**WHEREAS**, other local government entities are willing to authorize assistance to the City of Arnold.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Arnold, Missouri, that the Mayor be and is hereby authorized to execute a mutual aid agreement with Saline Valley Fire Protection District. Said agreement is attached hereto and made a part hereof this Resolution as Exhibits A.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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

June 7, 2016

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**INTERGOVERNMENTAL EMERGENCY  
MUTUAL AID AGREEMENT**

This Intergovernmental Emergency Mutual Aid Agreement (“Agreement”) entered into this 16 day of May, 2016 by and between the City of Arnold (“City”) and Saline Valley Fire Protection District, Jefferson County, Missouri, (“District”).

**WHEREAS**, Missouri statutes authorize local governments to contract with each other to provide mutually beneficial services, and

**WHEREAS**, certain reimbursements or financial aid may be made available to local governments for costs related to cleanup and rehab after natural disasters or emergency conditions, as such are declared by the Governor or federal authorities, and

**WHEREAS**, in INSERT DATE, there began INSERT TYPE OF EVENT in the INSERT LOCATION, which has demonstrated such need for assistance and cooperation by and between local government entities, and

**WHEREAS**, City finds it to be in its best interest to have such mutual aid agreements with other local government entities in the State and region, and

**WHEREAS**, District, is willing to and has authorized its fire protection and inspectors to provide such assistance to the City.

**NOW, THEREFORE**, in consideration of the above recitals and the covenants contained herein, the City and District hereto agree as follows:

1. Agreement to Provide Services. The Board of Directors of District hereby agree to provide mutual aid to City by way of inspection services for flood impacted properties, as may be requested by City, during those times during which there has been a “natural disaster” as declared by the Governor of Missouri. The aid provided by District shall be limited to the extent of available personnel and equipment not required for minimum needs of the District. Judgment of the District’s designee shall be final as to the personnel and equipment so available.

2. Employment. Personnel dispatched by the District to aid City shall remain employees of District, and shall work to cooperate with and under the supervision of the City Administrator or the City Supervisor as so designated by the City. District retains the right to withdraw any and all aid rendered upon directions of its designated representative.

3. Hourly Rates and Equipment Costs. The District shall provide to City a list of hourly rates and equipment costs, and those hours worked by its personnel for the City, and the City hereby agrees to cause FEMA, SEMA or the City to reimburse District, or to compensate District for its claim for costs incurred as expeditiously as possible, per existing SEMA and FEMA procedures.

4. Worker's Compensation. District shall at all times maintain worker's compensation coverage for its employees, and liability and other full coverage for its vehicles and equipment. Any uninsured or extraordinary expenses incurred by the District may be included in District's claim for reimbursement. To the extent permitted by Missouri Constitution and law, District agrees to maintain such liability insurance and to hold harmless and indemnify the City for any and all claims occurring while its personnel and equipment are working under the direction of the City. This indemnity shall include attorney's fees and costs which may arise in providing aid pursuant to this Agreement, but is subject to limitations imposed in the Missouri Constitution.

5. Purpose of this Agreement. The purpose of this Agreement is to insure that the District shall be reimbursed all costs incurred relating to aid to City during the aforementioned natural disaster, and further that the City shall not assume any additional liabilities not covered by this Agreement. Neither party to this Agreement shall be liable for its failure or refusal to render, or negligence in rendering aid pursuant to this Agreement.

6. Communication. The City and District agree to continue to communicate with one another relating to the natural disaster in order to effectuate the spirit and intent of this Agreement – to render aid to the victims of the historic natural disaster in the community of Arnold.

7. Length of this Mutual Aid Agreement. This agreement shall be in force for three (3) years from the date below, whichever is later.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the date and year first above written.

**“CITY”**

CITY OF ARNOLD

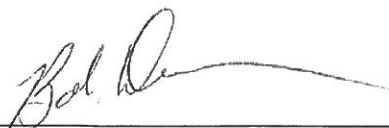
By: \_\_\_\_\_

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

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

**“DISTRICT”**

SALINE VALLEY FIRE  
PROTECTION DISTRICT

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

Title: FIRE CHIEF

Date: MAY16, 2016

RESOLUTION NO. 16-36

A RESOLUTION PROCLAIMING THE CITY OF ARNOLD AS A PURPLE  
HEART CITY

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**WHEREAS**, the City of Arnold, Missouri and our Community have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

**WHEREAS**, veterans have paid the high price of freedom by leaving their families and communities, and placing themselves in harm's way for the good of all; and

**WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, many men and women in uniform have given their lives while serving in the Armed Forces; and

**WHEREAS**, citizens of our country have received THE Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

**WHEREAS**, the City of Arnold seeks to remember and recognize veterans who are recipients of the Purple Heart Medal; and

**WHEREAS**, the City Council desires to proclaim Arnold, Missouri to be a Purple Heart City honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

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

Section 1: The City Council of the City of Arnold, Missouri hereby supports the City of Arnold becoming a Purple Heart City.

**Adopted** by the City Council of the City of Arnold, Missouri, this 16<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Sweeney, City Attorney

Z:\CITYDOCS\RESOLUTN\Purple Heart City 2016.doc



*City of Arnold  
Susie Boone, Director of Parks  
and Recreation  
1695 Missouri State Road  
Arnold, MO 63010*

Date: June 8, 2016

To: Mayor, City Council, City Treasurer, City Adm. Deion Christopher and Debbie Lewis

From: Susie Boone, Director of Parks and Recreation

Subject: Recreation software

Since its inception, the Arnold Recreation Center has been using the software system called CLASS. This system is ending this calendar year therefore; city staff contacted the three software systems that are used not only for the recreation center business, but also for the financial reporting the City finance department needs.

All three systems were interviewed (Active.net, Rec Pro and Vermont Systems which is commonly called Rec Trac). This process has taken 5 months, and after a complete investigation of all three, we are recommending Vermont Systems – Rec Trac.

Active.net issues a service fee per every transaction which staff feels is not cost prohibitive. Also, issues currently plaguing the interconnectivity between CLASS and the City's financial system would be duplicated in Active.net's newest system.

Rec Pro offered a system that addressed the financial issues plaguing CLASS, but after further research staff found that Rec Pro operated on a cash-basis (cash in-cash out) whereas the finance department requires an accrual-based (deferred revenue) system.

Vermont Systems – Rec Trac – offers an accrual-based system that the finance department requires, and the system addresses underline issues staff has been dealing with in CLASS since its inception.

Not only will this system upgrade the opportunities at the recreation center but Pomme Creek will be incorporated with the Golf module. This will allow online registrations, rentals, tee times, etc...

Due to the upfront costs associated with migrating to Rec Trac, it is staff's recommendation to accept the 3 year installment plan offered by Vermont Systems, which covers:

Year 1 (Includes One Third The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance/Services)      **\$60,681.00**

Year 2 (Includes One Third The Software + Annual Maintenance/Services)      **\$23,121.00**

Year 3 (Includes One Third The Software + Annual Maintenance/Services)      **\$23,121.00**

Year 4 (Annual Maintenance/Service Only)      **\$8,484.00**

Please contact me if you have any concerns or questions.

RESOLUTION NO: 16-37

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH VERMONT SYSTEMS

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BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Parks and Recreation Department, is hereby authorized to accept the Quote from Vermont Systems for the Recreation Center and Golf Course Management Systems.

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

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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



Dear ,

Thank you for making Vermont Systems your choice for application software and support services. We look forward to working closely with you and your staff.

Enclosed please find two original sets of the VSI Software License, Maintenance and Support Agreement and Exhibits.

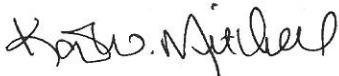
If this Agreement meets with your approval, please complete the following:

1. Page 1 of the Agreement. Enter the executed date.
2. Page 1 of the Agreement, Article 2.3. Please check your preference for your annual maintenance cycle. If your fiscal year does not fall on any of the dates listed, please choose the one that best fits your cycle.
3. Sign the signature page
4. Initial each page as noted
5. Fill out the Tax Exempt Form and indicate your sales tax status
6. Return one set to VSI.

As soon as we receive your signed Agreement, Laurie Valley, our Customer Support/Training Manager will assign a Support Manager and Trainer to your account. Laurie's contact information is [lauriev@vermontsystems.com](mailto:lauriev@vermontsystems.com) or 800-883-8757, ext 3006. Next, a Sales Manager and the assigned Support Manager and Trainer will contact you to schedule an installation planning conference call. As part of the follow up, your primary Trainer will contact you to review the software Planning Guide in preparation for the training.

If you should have any questions, please contact us at your convenience.

Sincerely,



Kate W. Mitchell  
Vice President/ Business Manager

*STANDARD SALES AGREEMENT 12-1-2014*

The attached VSI Software License, Maintenance and Support Agreement are for your review. The original of this Agreement, along with all modified Customer Agreements, are maintained in our VSI financial software database. You may use this Agreement to make any desired additions, deletions, or changes, and return to VSI for review (please use the Track Changes tool). VSI will print the final agreed upon version of this Agreement for signature by both parties.

The licensed software can be installed on a customer's servers or on the VSI hosting servers. Along with licensed software, VSI provides the option for no hosting (customer or another vendor hosts software), WebTrac web server hosting only, or both web server and database hosting. Software licenses with annual maintenance are priced separately from hosting services.

If you have any questions, please contact the VSI Sales department at your convenience.

**Vermont Systems, Inc.**

**Resale & Exempt Organization  
Certificate of Exemption**

**Suppliers Name:**

Vermont Systems, Inc.  
12 Market Place  
Essex Junction, VT 05452

**Description of Purchased Articles:**    Software

**Please Check Applicable Lines:**

- Purchase by Retailer, Wholesaler for Resale
- Purchase by 501C which is Religious, Educational or Scientific
- Direct Purchase by Governmental Unit
- Purchase by Volunteer Fire Dept, Ambulance Co., Rescue Squad

*Are you exempt from paying sales tax?  Yes or  No*

**Name/Address of Purchaser:**

Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**Federal ID Number** \_\_\_\_\_

**Purchaser's Primary Business:** \_\_\_\_\_

I Certify that I am authorized to sign this certificate of exemption and that, to the best of my knowledge and belief, it is true and correct and made in good faith.

**Signature:** \_\_\_\_\_                      **Title** \_\_\_\_\_

**Name:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**VERMONT SYSTEMS, INC.**  
**SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT 5-1-16**


This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (“Agreement”), is made and entered into on \_\_\_\_\_, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter “VSI” or “Licensor”, and hereinafter “Licensee” or “Customer”), collectively referred to herein as the “Parties” or singularly “Party”.

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

**ARTICLE 1 – Software License**

- 1.1 VSI hereby grants the Licensee and the Licensee thereby accepts a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as online User Reference Manuals, Sample Reports, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Training Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V11 Development software to develop its’ applications and deploys using the OpenEdge Workgroup or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and pricing is included in the attached Exhibit B. The client uses a standard HTML and Java Script browser interface
- 1.3 The license granted herein authorizes the Customer to install the Licensed Software on the designated computer platform using one copy of the programs to support live processing, training, and disaster recovery databases without incurring additional license charges. Further, the Customer can make copies of the Licensed Software for safe keeping purposes. Article 1.3 does not apply, if VSI is providing complete hosting services.
- 1.4 At any time, the Customer can add software and user licenses under the terms of this Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B pricing.

**ARTICLE 2 – Annual Software Maintenance and Support Services**

- 2.1 VSI shall provide the Customer with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided to the Customer are specifically listed in Exhibit B pricing.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Biennial software updates with database conversions will also be provided in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time on the VSI web site. If VSI is providing complete hosting services, VSI will provide software installation and upgrade services and coordinate both with each Customer.
- 2.3  The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your **January 1<sup>st</sup>**—, **May 1<sup>st</sup>**—, **July 1<sup>st</sup>** \_\_, or **October 1<sup>st</sup>** fiscal year for one year. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless the Customer notifies VSI in writing prior to the end of the fiscal year that the Customer is terminating VSI Maintenance Support. VSI reserves the right to increase the annual maintenance fees up to 3% annually, although VSI has rarely increased these fees in the past. Customers can contact VSI in advance to obtain a firm quote for the next fiscal year.
- 2.5 The Customer is licensed to use the VSI software indefinitely, even if it terminates annual maintenance support. The Licensee is the sole owner of its’ data, whether Customer hosted or VSI hosted. If VSI hosted and the Customer terminates use of the VSI software, VSI agrees provide a copy of the database to the Customer in readable format.

\_\_\_\_\_ VSI Initials \_\_\_\_\_ Customer Initials

### ARTICLE 3 – Software Training and Installation Services

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a quoted daily or hourly rate, as described in the VSI standard Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Customer, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Customer. The Customer can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Customer will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B pricing, as well.
- 3.4 The Customer is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.
- 3.5 VSI will honor training and other services quotes for up to 120 days, but reserves the right to modify these rates thereafter.

### ARTICLE 4 – VSI Hosting Services

- 4.1 Web Server Hosting Service - if the WebTrac software is being licensed, it requires a web server, either in-house or hosted, to link the Customer's transaction server with the internet. If the Customer selects the VSI web server hosting service, as described in Exhibit D, for a minimum of one year, the fee will be included in Exhibit B and it will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. Web Server Hosting *does/does not* apply to this Agreement.
- 4.2 Complete Hosting Services - if the Customer selects complete VSI hosting services, whereby the VSI application software and Progress software are installed on VSI servers at either the Eastern or Western data center, the monthly fee for this option will be included in Exhibit B. Complete Hosting Services includes web server hosting, as described in Article 4.1. Since VSI *will/will not* be providing complete hosting services for the Customer, Exhibit E hosting services specifications *do/do not* apply to this Agreement.
- 4.3 The Hosting Services guaranteed rate for one year, includes the services and features, as described in Exhibit F.

### ARTICLE 5 – Charges and Payment

- 5.1 Customer On-Premise Hosted Software – if the Customer is installing the software on its own servers, the Licensed Software charges will be billed to the Customer following the initial training session, and will be due within 30 days. The initial Software License fee includes downloading the software and documentation from VSI's FTP web site. All major software upgrades with database changes are obtained the same way. Customers are alerted when program only updates become available, so that they can download at their convenience. Article 5.1 *does/does not* apply to this Agreement.
- 5.2 VSI Hosted Software: if VSI is providing Complete Hosting Services, it will install the software on VSI servers at either its' Eastern or Western data center. The Licensed Software charges will be billed to the Customer when the software applications become available for Customer use, and will be due within 30 days.
- 5.3 VSI Hosting Services: the first partial month for complete hosting services payment will be invoiced on the first day of the month following availability for Customer use, and all subsequent monthly payments are due on the first day of each month, unless the Customer has agreed to an annual payment in advance.
- 5.4 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Customer must provide a tax exemption certificate.
- 5.5 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.

\_\_\_\_\_ VSI Initials \_\_\_\_\_ Customer Initials

## **ARTICLE 6 – Security of Programs**

- 6.1 The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software.
- 6.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

## **ARTICLE 7 – Warranties**

- 7.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- 7.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 7.3 VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Customer from any suit or proceeding brought against the Customer by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Customer shall be entitled to be independently represented by counsel of its own choice.

## **ARTICLE 8 – Limitation of Liability**

- 8.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall be liable to the other Party for special, incidental, indirect, or consequential damages, or for any loss or claim by either Party.
- 8.2 Liability Insurance. VSI provides the Customer with a Certificate of Liability Insurance with the Customer named as the Certificate Holder. The standard coverage's with limits and insurer(s) are listed in the attached Exhibit C. If a customer requires insurance coverage beyond the standard limits provided by the VSI Certificate of Insurance, then the customer can either accept the VSI standard coverage at no additional charge or pay for the additional insurance coverage at VSI cost.
- 8.3 The Parties agree that the laws of the State of Vermont will govern this Agreement, and that the venue for legal resolution shall be in Chittenden County, Vermont.

## **ARTICLE 9 – Risk of Loss**

- 9.1 For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.
- 9.2 For Customer hosted installations, the Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training. For VSI hosted installations, VSI will be responsible for installing the software on either the Eastern or Western data center server.

## **ARTICLE 10 – Personal Information Protection**

- 10.1 Customer On-Premise Hosted Software & Database: if the Customer installs the VSI application software on its' own servers, the Customer will be responsible for the SSL (Secure Socket Layer) to protect confidentiality of patron data flow between the server and the user workstations. To protect data at rest, VSI offers the chargeable Progress TDE (Transparent Data Encryption) software option to encrypt user-selected sensitive data fields to secure them from unauthorized access.

\_\_\_\_\_ VSI Initials \_\_\_\_\_ Customer Initials



**ARTICLE 10 – Personal Information Protection – continued**

10.2 VSI Hosted Software & Database: VSI will provide the SSL (Secure Socket Layer) Certificate for the hosting servers to protect the flow of data between the hosting servers and the Customer’s remote users, as described in Exhibit E. The chargeable Progress TDE is also available to protect data at rest, as well. If a breach occurs, VSI will notify the Customer immediately regarding the extent of the breach, so that the Customer can notify its’ patrons at no charge that a breach of security has occurred

**ARTICLE 11 – Application Source Code**

11.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, [jfr@essexvtlaw.com](mailto:jfr@essexvtlaw.com). The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or bankruptcy, or discontinuance of said service by VSI, it will notify the Customer and the Escrow Agent that it is in default. The Escrow Agent will then make the source code available to the Customer within thirty days of written notice for Customer support use only.

**ARTICLE 12 – Independent Contractor**

12.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers’ compensation insurance, as well as personal injury and property damage insurance.

**ARTICLE 13 – Change Orders or Extensions**

13.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

**ARTICLE 14 – Authorization and Entire Agreement**

- 14.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.
- 14.2 This Agreement and the attached Exhibits A, B, C, D, E, F constitute the entire Agreement between Vermont Systems and the Licensee.
- 14.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

**Vermont Systems, Inc.**

**Customer**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Giles Willey, President  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Please See Detail Breakdown  
on Following Pages

Description: **Vermont Systems Pricing - Exhibit B**  
Prepared For: **City of Arnold Parks & Recreation, Arnold, MO**  
Contact Name: **Molly Curcuru**  
Contact Email: **mcurcuru@arnoldmo.org**  
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(636)282-6649**  
Fax Number:  
Quote Date: **06/06/2016**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
<b><u>RecTrac - Workgroup Multi-User Software</u></b>				
Application Software	\$15,900.00	\$3,110.00	\$0.00	\$19,010.00
Progress OpenEdge Software	\$3,180.00	\$622.00	\$0.00	\$3,802.00
VSI-Add ons	\$1,500.00	\$300.00	\$0.00	\$1,800.00
Support Services - Training & Expenses	\$14,610.00	\$0.00	\$0.00	\$14,610.00
<b>Total RecTrac:</b>	<b>\$35,190.00</b>	<b>\$4,032.00</b>	<b>\$0.00</b>	<b>\$39,222.00</b>
<b><u>GolfTrac - Workgroup Multi-User Software</u></b>				
Application Software	\$2,750.00	\$490.00	\$0.00	\$3,240.00
Progress OpenEdge Software	\$550.00	\$98.00	\$0.00	\$648.00
Support Services - Training & Expenses	\$5,145.00	\$0.00	\$0.00	\$5,145.00
<b>Total GolfTrac:</b>	<b>\$8,445.00</b>	<b>\$588.00</b>	<b>\$0.00</b>	<b>\$9,033.00</b>
<b><u>ID Systems - Workgroup Multi-User Software</u></b>				
Application Software	\$450.00	\$180.00	\$0.00	\$630.00
Progress OpenEdge Software	\$90.00	\$36.00	\$0.00	\$126.00
Barcode Readers	\$1,675.00	\$0.00	\$65.00	\$1,740.00
Digital Cameras	\$575.00	\$0.00	\$80.00	\$655.00
<b>Total ID Systems:</b>	<b>\$2,790.00</b>	<b>\$216.00</b>	<b>\$145.00</b>	<b>\$3,151.00</b>
<b><u>WebTrac - Workgroup Edition</u></b>				
Application Software	\$12,700.00	\$2,540.00	\$0.00	\$15,240.00
Progress OpenEdge Software	\$2,540.00	\$508.00	\$0.00	\$3,048.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Expenses	\$5,145.00	\$0.00	\$0.00	\$5,145.00
<b>Total WebTrac:</b>	<b>\$21,635.00</b>	<b>\$3,048.00</b>	<b>\$0.00</b>	<b>\$24,683.00</b>
<b><u>PayTrac - Workgroup Multi-User Software</u></b>				
Application Software	\$3,000.00	\$600.00	\$0.00	\$3,600.00
Magstripe Readers	\$6,255.00	\$0.00	\$144.00	\$6,399.00
Support Services - Training & Expenses	\$200.00	\$0.00	\$0.00	\$200.00
<b>Total PayTrac:</b>	<b>\$9,455.00</b>	<b>\$600.00</b>	<b>\$144.00</b>	<b>\$10,199.00</b>
<b><u>Hardware - (VSI Qualified)</u></b>				
Printers Receipt	\$2,110.00	\$0.00	\$163.00	\$2,273.00
Cash Drawers	\$1,225.00	\$0.00	\$168.00	\$1,393.00
<b>Total Hardware:</b>	<b>\$3,335.00</b>	<b>\$0.00</b>	<b>\$331.00</b>	<b>\$3,666.00</b>





**Proposal Summary Pricing**  
**VSI Quote Number: 57161**

Please See Detail Breakdown  
on Following Pages

Description: **Vermont Systems Pricing - Exhibit B**  
Prepared For: **City of Arnold Parks & Recreation, Arnold, MO**  
Contact Name: **Molly Curcuru**  
Contact Email: **mcurcuru@arnoldmo.org**  
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(636)282-6649**  
Fax Number:  
Quote Date: **06/06/2016**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
<b>VSI TOTALS</b>				
Application Software	\$34,800.00	\$6,920.00	\$0.00	\$41,720.00
Printers Receipt	\$2,110.00	\$0.00	\$163.00	\$2,273.00
Progress OpenEdge Software	\$6,360.00	\$1,264.00	\$0.00	\$7,624.00
Cash Drawers	\$1,225.00	\$0.00	\$168.00	\$1,393.00
Barcode Readers	\$1,675.00	\$0.00	\$65.00	\$1,740.00
Magstripe Readers	\$6,255.00	\$0.00	\$144.00	\$6,399.00
VSI-Add ons	\$2,750.00	\$300.00	\$0.00	\$3,050.00
Digital Cameras	\$575.00	\$0.00	\$80.00	\$655.00
Support Services - Training & Expenses	\$25,100.00	\$0.00	\$0.00	\$25,100.00
<b>Grand Totals:</b>	<b>\$80,850.00</b>	<b>\$8,484.00</b>	<b>\$620.00</b>	<b>\$89,954.00</b>

\* NOTE: Shipping is FOB - Origin (Plus Tax Where Applicable / Includes Shipping FOB - Origin)

<b>INSTALLMENT PURCHASE PLAN OPTIONS - NO INTEREST CHARGES</b>	
<i>(Total Software License Figure Used For Installment Calculation)</i>	<b>\$43,910.00</b>
<b>Two Year Payment Plan Purchase Option</b> <i>(Software License Portion Of Installment Amount)</i>	<b>\$21,955.00</b>
Year 1 (Includes One Half The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance)	<b>\$67,999.00</b>
Year 2 (Includes One Half The Software License + Annual Maintenance)	<b>\$30,439.00</b>
Year 3+ (Annual Maintenance Only)	<b>\$8,484.00</b>
<b>Three Year Payment Plan Purchase Option</b> <i>(Software License Portion Of Installment Amount)</i>	<b>\$14,637.00</b>
Year 1 (Includes One Third The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance/Services)	<b>\$60,681.00</b>
Year 2 (Includes One Third The Software License + Annual Maintenance/Services)	<b>\$23,121.00</b>
Year 3 (Includes One Third The Software License + Annual Maintenance/Services)	<b>\$23,121.00</b>
Year 4+ (Annual Maintenance/Services Only)	<b>\$8,484.00</b>



**RecTrac Workgroup Multi-User Software**  
**Recreation Tracking Software**  
**VSI Quote Number: 57161**  
 Please Review Notes on Last Page  
**Software Pricing Is Valid For 120 Days**  
**Hardware Pricing Is Subject to Change**

Description: **Vermont Systems Pricing - Exhibit B**  
 Prepared For: **City of Arnold Parks & Recreation, Arnold, MO**  
 Contact Name: **Molly Curcuru**  
 Contact Email: **mcurcuru@arnoldmo.org**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(636)282-6649**  
 Fax Number:  
 Quote Date: **06/06/2016**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b><u>Application Software</u></b>					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Pass Management (V-RT-MU-PM)	\$2,750.00	\$2,750.00	\$490.00 1
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,750.00	\$2,750.00	\$490.00 2
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00 3
15	Each	Additional Users Over 2 (TOTAL 17 concurrent users) (V-RT-MU-AU)	\$300.00	\$4,500.00	\$750.00
<b>Total Application Software:</b>				<b>\$15,900.00</b>	<b>\$3,110.00</b>
<b><u>Progress OpenEdge Software</u></b>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$3,180.00	\$3,180.00	\$622.00 4
<b>Total Progress OpenEdge Software:</b>				<b>\$3,180.00</b>	<b>\$622.00</b>
<b><u>VSI-Add ons</u></b>					
1	Each	RecTrac General Ledger Interface - Sunguard (V-RT-IN-GL)	\$1,500.00	\$1,500.00	\$300.00 5
<b>Total VSI-Add ons:</b>				<b>\$1,500.00</b>	<b>\$300.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>					
10	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$7,500.00	\$0.00
2	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$750.00	\$0.00
12	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$3,960.00	\$0.00 6
2	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$14,610.00</b>	<b>\$0.00</b>

<b>Total Software, Hardware and Support Services</b>	<b>\$35,190.00</b>	<b>\$4,032.00</b>
<b>Grand Total - RecTrac:</b>	<b>\$39,222.00</b>	
<small>* NOTE: Shipping is FOB - Origin (Plus Tax Where Applicable / Includes Shipping FOB - Origin)</small>		





**GolfTrac Workgroup Multi-User Software**  
**Golf Course Management Software**  
**VSI Quote Number: 57161**  
 Please Review Notes on Last Page  
**Software Pricing Is Valid For 120 Days**  
**Hardware Pricing Is Subject to Change**

Description: **Vermont Systems Pricing - Exhibit B**  
 Prepared For: **City of Arnold Parks & Recreation, Arnold, MO**  
 Contact Name: **Molly Curcuru**  
 Contact Email: **mcurcuru@arnoldmo.org**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(636)282-6649**  
 Fax Number:  
 Quote Date: **06/06/2016**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b>Application Software</b>					
1	Each	Golf Tee Times/Local Handicaps (V-RT-MU-GT)	\$2,750.00	\$2,750.00	\$490.00 7
<b>Total Application Software:</b>				<b>\$2,750.00</b>	<b>\$490.00</b>
<b>Progress OpenEdge Software</b>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$550.00	\$550.00	\$98.00 4
<b>Total Progress OpenEdge Software:</b>				<b>\$550.00</b>	<b>\$98.00</b>
<b>Support Services - Training &amp; Expenses</b>					
3	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$2,250.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$375.00	\$0.00
4	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$1,320.00	\$0.00 6
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$5,145.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$8,445.00</b>	<b>\$588.00</b>
<b>Grand Total - GolfTrac:</b>				<b>\$9,033.00</b>	
* NOTE: Shipping is FOB - Origin			(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		



**ID Systems Workgroup Multi-User Software  
Pass Management Photo/Plastic Photo ID Card System  
VSI Quote Number: 57161**

**Please Review Notes on Last Page  
Software Pricing Is Valid For 120 Days  
Hardware Pricing Is Subject to Change**

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 Prepared For: **City of Arnold Parks & Recreation, Arnold, MO**  
 Contact Name: **Molly Curcuru**  
 Contact Email: **mcurcuru@arnoldmo.org**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(636)282-6649**  
 Fax Number:  
 Quote Date: **06/06/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b>Application Software</b>						
1	Each	Pass Mgmt Ext Integration - Fobs/Existing ID Cards (V-RT-MU-PMI-EX)	\$450.00	\$450.00	\$0.00	\$180.00
<b>Total Application Software:</b>				<b>\$450.00</b>	<b>\$0.00</b>	<b>\$180.00</b>
<b>Progress OpenEdge Software</b>						
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$90.00	\$90.00	\$0.00	\$36.00 4
<b>Total Progress OpenEdge Software:</b>				<b>\$90.00</b>	<b>\$0.00</b>	<b>\$36.00</b>
<b>Key Fobs</b>						
<b>Other Available Products of Interest</b>						
Key Fob, Teslin, Preprinted, Qty 1000 Price: \$0.44						
<b>Barcode Readers</b>						
5	Each	Honeywell MK7580G 1D/2D Genesis Imager, USB Cable (H-BCR-HY-10)	\$335.00	\$1,675.00	\$65.00	\$0.00 8
5	Each	MK7580 Custom Configuration for VSI software (H-BCR-HY-11-X-C)	\$0.00	\$0.00	\$0.00	\$0.00 9
<b>Total Barcode Readers:</b>				<b>\$1,675.00</b>	<b>\$65.00</b>	<b>\$0.00</b>
<b>Digital Cameras</b>						
5	Each	Microsoft LifeCam Studio Camera, Auto Focus, 1080p (H-PID-MS-01)	\$85.00	\$425.00	\$55.00	\$0.00 10
5	Each	Adjustable Tripod Stand, LifeCam Camera (H-PID-MS-01-ST)	\$30.00	\$150.00	\$25.00	\$0.00
<b>Total Digital Cameras:</b>				<b>\$575.00</b>	<b>\$80.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$2,790.00</b>	<b>\$145.00</b>	<b>\$216.00</b>
<b>Grand Total - ID Systems:</b>					<b>\$3,151.00</b>	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

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Prepared For: **City of Arnold Parks & Recreation, Arnold, MO**  
Contact Name: **Molly Curcuru**  
Contact Email: **mcurcuru@arnoldmo.org**  
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(636)282-6649**  
Fax Number:  
Quote Date: **06/06/2016**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b><u>Application Software</u></b>					
1	Each	WebTrac Internet Software for 16-25 RecTrac Users (V-WT-MU-IS-16)	\$4,650.00	\$4,650.00	\$930.00 11
1	Each	WebTrac Activity Registrations (V-WT-MU-AR)	\$1,450.00	\$1,450.00	\$290.00 12
1	Each	WebTrac Facility Reservations (V-WT-MU-FR)	\$1,450.00	\$1,450.00	\$290.00 12
1	Each	WebTrac Golf Tee-Time Reservations (V-WT-MU-GT)	\$1,450.00	\$1,450.00	\$290.00 12
1	Each	Mobile WebTrac (V-WT-MU-MWT)	\$2,450.00	\$2,450.00	\$490.00 13
1	Each	WebTrac/RecTrac Workgroup Agents (V-WT-MU-AU)	\$1,250.00	\$1,250.00	\$250.00 14
<b>Total Application Software:</b>				<b>\$12,700.00</b>	<b>\$2,540.00</b>
<b><u>Other Available Products of Interest</u></b>					
WebTrac Pass Registrations/Renewal Price: \$1,450.00 / Maint./Services: \$290.00					
Mobile RecTrac Price: \$2,450.00 / Maint./Services: \$490.00					
WebTrac Point of Sale/Tickets Price: \$1,450.00 / Maint./Services: \$290.00					
<b><u>Progress OpenEdge Software</u></b>					
1	Each	OpenEdge Application Server Software (T-PG-MU-WB)	\$2,540.00	\$2,540.00	\$508.00 4
<b>Total Progress OpenEdge Software:</b>				<b>\$2,540.00</b>	<b>\$508.00</b>
<b><u>VSI-Add ons</u></b>					
1	Each	WebTrac First Style Sheet Service Initial & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 15
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 16
<b>Total VSI-Add ons:</b>				<b>\$1,250.00</b>	<b>\$0.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>					
3	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$2,250.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$375.00	\$0.00
4	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$1,320.00	\$0.00 6
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$5,145.00</b>	<b>\$0.00</b>

**Total Software, Hardware and Support Services**

**\$21,635.00**

**\$3,048.00**

**Grand Total - WebTrac:**

**\$24,683.00**

\* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)





**PayTrac Workgroup Multi-User Software**

VSI Quote Number: 57161

Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **Vermont Systems Pricing - Exhibit B**  
 Prepared For: **City of Arnold Parks & Recreation, Arnold, MO**  
 Contact Name: **Molly Curcuru**  
 Contact Email: **mcurcuru@arnoldmo.org**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(636)282-6649**  
 Fax Number:  
 Quote Date: **06/06/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b><u>Application Software</u></b>						
1	Each	VSI Workgroup ERI Credit Card Interface (V-PT-MU-ERI)	\$3,000.00	\$3,000.00	\$0.00	\$600.00 17
<b>Total Application Software:</b>				<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$600.00</b>
<b><u>Magstripe Readers</u></b>						
9	Each	Credit Card EMV (Chip & Pin) Device (H-PIN-99)	\$695.00	\$6,255.00	\$144.00	\$0.00 18
<b>Total Magstripe Readers:</b>				<b>\$6,255.00</b>	<b>\$144.00</b>	<b>\$0.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>						
2	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$25) (X-S-TNP-01)	\$100.00	\$200.00	\$0.00	\$0.00 19
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Total Software, Hardware and Support Services</b>				<b>\$9,455.00</b>	<b>\$144.00</b>	<b>\$600.00</b>
<b>Grand Total - PayTrac:</b>				<b>\$10,199.00</b>		
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

Credit card processing hardware will be determined based upon the Gateway you choose to utilize.



**Hardware (VSI Qualified)**  
**VSI Quote Number: 57161**  
 Please Review Notes on Last Page  
**Software Pricing Is Valid For 120 Days**  
**Hardware Pricing Is Subject to Change**

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Phone Number: **(636)282-6649**  
 Fax Number:  
 Quote Date: **06/06/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b><u>Printers Receipt</u></b>						
7	Each	Star TSP143U11, 40 col Thermal, USB, Cutter (H-PRT-ST-05-U-B)	\$265.00	\$1,855.00	\$91.00	\$0.00 20
3	Each	Thermal Receipt Paper, 1 Ply, 50 Rolls/Case (S-PRT-IT-THB-01)	\$85.00	\$255.00	\$72.00	\$0.00 21
<b>Total Printers Receipt:</b>				<b>\$2,110.00</b>	<b>\$163.00</b>	<b>\$0.00</b>
<b><u>Cash Drawers</u></b>						
7	Each	MMF Advantage 17.4Wx18.7D Dumb Drw Paint Front Blk (H-DRW-MM-11-D-BK)	\$175.00	\$1,225.00	\$168.00	\$0.00
<b>Total Cash Drawers:</b>				<b>\$1,225.00</b>	<b>\$168.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$3,335.00</b>	<b>\$331.00</b>	<b>\$0.00</b>
<b>Grand Total - Hardware:</b>					<b>\$3,666.00</b>	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

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- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 4 VSI uses Progress OpenEdge software to develop and deploy its' software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 5 You can select any of the current nearly 100 standard GL interfaces and 4 AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 6 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.
- 7 In order to license the Tee Time/Handicap module at this price, you must also license the Pass Mgmt & POS/Inventory modules that are available for use by all RecTrac users.
- 8 Honeywell MK7580G-2 Genesis Bar Code Imager USB Kit, 1D/2D, PDF17, Gray, Type A 3M Cable (9.5' - Cbl-500-300-S00)), Power Supply, EasyID Software, Documentation, and VSI Custom Configuration. USB keyboard emulation is standard with optional Serial or Parallel emulation. Standard keyboard emulation used to connect reader to dedicated computer. This scanner can be used for RecTrac Background Visit Check-in by configuring it for Serial Emulation using the same USB cable. This enable the computer to be used for other functions, while it is also being used to scan visitor ID cards.
- 9 Custom Configuration for VSI application software, so plug and play out of the box.
- 10 Microsoft LifeCam Studio, HD 8MP Res, True 1080p Sensor, Auto Focus, USB, Operating Temperature 21DF - 104DF with Humidity <5% - 80% Non-condensing. Using in hot, humid areas can damage the camera.
- 11 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet. The WebTrac module does NOT include any hosting services. If your IT department or your off-premise web host does not allow any updates to its web server, then VSI can offer this web hosting service. This additional service has a monthly fee that can be provided should you need this capability. VSI can discuss with your IT department or your off-premise web hosting company the requirements of adding the WebTrac module to your setup and can determine from this discussion whether the VSI web hosting fee needs to be quoted. VSI bills any hosting service on an annual basis. After the first year, this amount is added to your annual maintenance figure.
- 12 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 13 Mobile WebTrac provides patron access to select functions using a smart phone mobile browser. The Mobile WebTrac browser is device/operating system independent. Functions such as booking a tee time, enrolling in a class, viewing a calendar of events, making a payment, and displaying a pass barcode are a few of the functions that patrons will be able to access using a smart phone. All current and future Mobile WebTrac patron related functions developed for all WebTrac modules by VSI are included in this one-time license fee, providing that the annual maintenance and support fees are paid.



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- 
- 14 WebTrac Agents needed are provided to process WebTrac online transactions. Each Agent can service approximately 20 simultaneous requests.
  - 15 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then ask you to verify that the results match your specs. If you ask for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
  - 16 The Standard Splash Page Option offers a choice of any one of 14 standard splash pages, and they are available on the VSI website for your review. You decide which standard or combination of multiple standards is best for your organization.  
  
The \$500 fee includes VSI support to assist you to implement the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to change requests will be charged at \$100/hour. Any design changes to the standard templates that require custom programming will be charged at \$140/hour.
  - 17 The VSI ERI (External Redirect Interface) fee applies to any of the credit card vendor options.
  - 18 The specific credit card EMV (Chip and Pin) device delivered depends on the PayTrac solution you select. This line item is used as a placeholder for budgeting purposes. The different devices range in price from \$500-\$750.
  - 19 Time quoted is estimated. Actual time used will be billed.
  - 20 Includes power supply, power cord, auto cutter and cable. Wall mountable.
  - 21 Thermal Receipt Paper, 1 Ply, 50 Roll/Case for Star, Epson, & Ithaca receipt printers.

## 1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit may not be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V11 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI application software using a browser or web client

## 2. ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following:

- Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Standard & Non-Standard Hours Standby Telephone Support is available, as described in Section 4 below. The following are included as part of the annual maintenance fee:
- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. The status of all VSI software releases is available on VSI's web site at [www.vermontsystems.com](http://www.vermontsystems.com). Further, VSI notifies all Customers regarding the status and availability of all software releases in its' quarterly newsletter. Customers must contact VSI to schedule major software upgrades, which are downloaded from VSI's FTP site by Customers that host on premise. VSI upgrades software for all VSI hosted Customers.
- One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays). Please note that all non-production database conversions are billable at standard VSI support rates. VSI provides coordinated software upgrade and database conversion services for VSI hosted Customers.
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are **not included**:

- Actual usage of Standard Hours Pager Support, 8pm-10pm ET, Mon-Fri and Sat, Sun, & Holiday 8am-5pm ET.
- Pre-Arranged Standard Standby Telephone Support, Monday-Friday, 8am-5pm ET, and Non-Standard Standby Telephone Support are chargeable at different rates per hour.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one biennial database conversion are chargeable, unless VSI is providing hosted services.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below and to standard VSI hourly services pricing.
- VSI application software WAN access configuration.
- Customized print programs and updates are chargeable.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct extensive out-of-balance condition.
- Hosting services are not included in the VSI application software maintenance fees.

## 3. PROGRAMMING ENHANCEMENTS:

Although VSI policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All **approved** enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.



**4. VSI EXTENDED HOURS PAGER & STANDBY TELEPHONE SUPPORT SERVICES:**

Standard Extended Hours Pager Telephone Support

Monday - Friday 8pm – 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable with a minimum per call or multi-call issue.

Pre-Arranged Standard and Non-Standard Hours Standby Telephone Support

Standard Standby Telephone Support, Mon-Fri, 8am-5pm ET and Non-Standard Standby Telephone Support can be pre-arranged by calling VSI at least one full business day in advance. Standard & Non-Standard Standby Support is provided at different rates per hour.

**5. SUPPORT CALL PROCESS:**

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority.

The criteria used to establish guidelines for these priorities are as follows:

**Priority 1 – High**

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

**Priority 2 – Medium**

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

**Priority 3 – Low**

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

**Response Times**

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer may contact the support department at its convenience for a status update on development issues.

**Escalation Process**

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in VSI services pricing. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

**Table of Service Requirements.**

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
<i>Stage 1 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
<i>Stage 2 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

**6. VSI SUPPORT SERVICES PRICING**

VSI charges a daily fee for on-site training based on an 8-hour day, plus out-of-pocket travel expenses. VSI charges the same daily fee for classroom-training at VSI for the first two Customer trainees, along with a reduced rate for each additional trainee. Other services include 800 telephone training, programming, hardware, and network configuration support services. Travel time, which includes two-way travel for trips lasting less than 4 hours, is also chargeable. VSI reserves the right to modify these rates at any time.

**7. VSI WEEKEND SUPPORT SERVICES PRICING:**

The daily and hourly weekend training rates are based on one and one half times the standard weekday rates. If the Customer asks a VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the Customer will be charged a reduced daily fee, plus all normal travel expenses. VSI reserves the right to modify these rates at any time.

**8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:**

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expense losses, as well as a penalty to partially offset VSI Trainer rescheduling costs. This penalty will be applied reasonably.

**9. TRAINING CANCELLED DURING SCHEDULED ONSITE TRAINING WEEK:**

If the Customer cancels or delays training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

**10. TELEPHONE SUPPORT:**

Telephone support worldwide, during VSI standard business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

**11. DOCUMENTATION:**

All documentation is provided electronically with the application software and it includes the User Reference Manual, Installation Planning Guide, Sample Reports, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations.

**12. INSTALLATION PLANNING:**

After receiving your order, VSI will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

**13. THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:**

The VSI Trainer will configure RecTrac/GolfTrac/CYMTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day or any date range. At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software or for contacting the vendor.



#### 14. **HARDWARE PAYMENT & WARRANTY:**

Full payment for the hardware and systems software is due following delivery and verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes warranties from the manufacturers or distributors for specified periods. Please review the quotes and warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and maintenance contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include **spare critical units**, in order to provide your users with uninterrupted operations. Hardware returns in the original packaging are only accepted during the first 30 days following delivery.

#### 15. **VSI POS HARDWARE SUPPORT:**

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

##### **Qualified POS Hardware Purchased from VSI – Full Support:**

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

##### **Qualified POS Hardware Purchased from Another Source – Partial Support:**

VSI is **not** responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide 800 phone assistance at the standard VSI support rate.

##### **Non-Qualified POS Hardware Purchase from another Source – Limited Support:**

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at standard VSI support rates. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product, as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes will be chargeable.

##### **POS Hardware Onsite Installation Support:**

If you expect the VSI Trainer to install POS hardware during an onsite training trip, you must allocate sufficient time in the schedule to complete the software training and the hardware installation and configuration. The time allocated will vary based on the three situations described above, but the most time-consuming will involve hardware that VSI has not qualified. The time allocated will also vary depending on the number units to be installed. If the VSI Trainer installs and configures the hardware during a normal 8-hour workday, then this would be included in the previously approved onsite training fee. If the VSI Trainer is required to work in excess of 8 hours on any given day, in order to complete the hardware setup and software training during the scheduled onsite visit, then the Customer will be billed for overtime fees.



RESOLUTION NO. 16-38

A RESOLUTION APPOINTING SGT. CLINTON WOOLDRIDGE  
TO THE POLICE PENSION BOARD

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Sgt. Clinton Wooldridge is hereby appointed to the Police Pension Board for a two-year term, terminating on June 16, 2016, or until a successor has been appointed and qualified.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

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

June 10, 2016

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