

City of Arnold, Missouri

Public Hearing
Council Chambers

October 1, 2015
7:00 p.m.

- A. 2015-17 Foxwood Estates, Preliminary Plat.

City Council

Immediately Following the Public Hearing

Amended Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Councilman Jason Fulbright
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Minutes from **September 3, 2015**
 - B. Payroll Warrant **#1220 in the Amount of \$249,724.21**
 - C. Payroll Warrant **#1221 In the Amount of \$260,611.65**
 - D. General Warrant **#5650 in the Amount of \$928,929.83**
 - E. General Warrant **#5651 in the Amount of \$426,721.04**
6. Ordinances:
 - A. **Bill No. 2619:** An Ordinance Authorizing the City of Arnold, Mo. to Issue its Taxable Industrial Revenue Bonds (Metal Container Corp. Project) Series 2015, in a Principal Amount not to Exceed \$150,000,000 for the Purpose of Providing Funds to Pay the Cost of Acquiring, Constructing and Equipping a Facility for an Industrial Development Project in the City; Approving a Plan for The Project; and Authorizing the Mayor to Enter into Certain Agreements and Take Certain Other Actions in Connection with the Issuance of the Bonds.
 - B. **Bill No. 2620:** An Ordinance Approving a New Preliminary Plat Titled Foxwood Estates.
 - C. **Bill No. 2621:** An Ordinance Amending Chapters 5,18, and 20.5 of the Code of Ordinances and Creating a Historic Preservation Commission in the City of Arnold.

7. Resolutions:

- A. **Resolution No. 15-50:** A Resolution Appointing Lloyd Allen Rodgers and Margaret Ellen Spray to the Aging and Disabilities Commission for the Remainder of a Three-Year Term.
- B. **Resolution No. 15-51** A Resolution Appointing Julie Rose to the Veterans Commission to serve the Remainder of a Three-Year Term.

8. Motions:

- A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Personnel Pursuant to RSMo Section 610.021. (3)

9. Reports from Mayor, Council and Committees:

10. Administrative Reports:

11. Adjournment:

Next Regular Council Meeting October 15, 2015 at 7:00 p.m.
Next Work Session October 8, 2015 at 7:00 p.m.

Mayor Ron Counts called the meeting to order at 7:04 p.m.

The Pledge of Allegiance was recited.

Reverend Lisa Wallace from Shiloh World Outreach offered the opening prayer.

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

Mayor Counts recognized Joshua Pollard, a boy scout from Troop 300 that was in the audience working on his communications badge.

BUSINESS FROM THE FLOOR

NONE

Jason Fulbright made a motion and so moved to include agenda items A through J (Resolution 15-39 through 15-48) in with the consent agenda. Seconded by Brian McArthur. Roll call vote: Fulbright, yes; Cooley, yes; Crisler, yes; Amato, no; Freese, no; Owens, yes; McArthur, yes; Plunk, (excused); 5 yeas, 2 nays: **Motion carried.**

CONSENT AGENDA

- A. MINUTES FROM THE AUGUST 20, 2015 MEETING**
- B. PAYROLL WARRANT NO. 1219 IN THE AMOUNT OF \$257,241.99**
- C. GENERAL WARRANT NO. 5649 IN THE AMOUNT OF \$386,782.96**
- D. RESOLUTION NO. 15-39 – A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE MODOT/STATE COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF ASPHALT BITUMINOUS MATERIAL FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR ASPHALT CONCRETE STREET REPAIR FOR THE CITY OF ARNOLD**
- E. RESOLUTION NO. 15-40 – A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW USE OF THE MODOT/STATE COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF ROCK MATERIALS FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR ASPHALT/CONCRETE REPAIR FOR THE CITY OF ARNOLD**

- F. RESOLUTION NO. 15-41 – A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE JEFFERSON COUNTY COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF CONCRETE READY MIX FOR USE BY THE CITY’S PUBLIC WORKS DEPARTMENT FOR CONCRETE STREET AND SIDEWALK REPAIRS FOR THE CITY OF ARNOLD**
- G. RESOLUTION NO. 15-42 – A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD FUSION HYBRID CARS THROUGH THE STATE COOPERATIVE PURCHASING PROGRAM**
- H. RESOLUTION NO. 15-43 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A TASK ORDER WITH INTUITION AND LOGIC TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CONTINUATION OF THE FARMCREST DRIVE STORM SEWER AND STORM WATER IMPROVEMENTS PROJECT FOR THE CITY OF ARNOLD**
- I. RESOLUTION NO. 15-44 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A TASK ORDER WITH INTUITION AND LOGIC TO PROVIDE CONTINUING ENGINEERING DESIGN SERVICES FOR THE MS4 (MUNICIPAL SEPARATE SEWER SYSTEM) STORM WATER SERVICES FOR THE CITY OF ARNOLD**
- J. RESOLUTION NO. 15-45 – A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTO A CONTRACT FOR AQUATIC SERVICES WITH MIDWEST POOL MANAGEMENT COMPANY FOR FISCAL YEAR 2016**
- K. RESOLUTION NO. 15-46 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE ORDER WITH KNAPHEIDE TRUCK EQUIPMENT TO PROVIDE SNOW PLOW TRUCK CONVERSION SERVICES FOR STORM WATER DEPARTMENT TRUCK 910 FOR USE IN STREET SNOW REMOVAL FOR THE CITY OF ARNOLD** normal bid procedures were waived due to the fact that the equipment had to be interchangeable with the vehicle as to not void any warranty, therefore had to be purchased from the same company.
- L. RESOLUTION NO. 15-47 – A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE LEASE AGREEMENT WITH PNC EQUIPMENT FINANCE FOR 58 (FIFTY-EIGHT) GOLF CARTS, WINDSHIELDS AND A CUSHMAN HAULER FOR A 4 (FOUR) YEAR LEASE**
- M. RESOLUTION NO. 15-48 – A RESOLUTION EXEMPTING THE REAR HILLSIDE OF RICHARDSON RIDGE VILLAS FROM CHAPTER 12, ARTICLE II, SECTION 12, WEEDS AND OTHER NOXIOUS MATTER**

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

Phil Amato requested, for the record, that City Attorney Bob Sweeney explain the state bid list so that the record states exactly what the state bid list is. Mr. Sweeney stated, "The state bid list is an authorized list of various items that are established by the state of Missouri and all political subdivisions in Missouri are allowed to take advantage of the state's superior buying power and those bid lists are by definition, acceptable and by using it you are not required to go out for separate bids. In other words, the state has already done the bidding for the minor political subdivisions."

ORDINANCES

BILL NO. 2617 – AN ORDINANCE FIXING THE ANNUAL RATE OF LEVY FOR TAXES was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Cooley, yes; Crisler, yes; Amato, yes; Freese, yes; Owens, yes; McArthur, yes; Plunk, (excused); 7 yeas: **Ordinance approved.**

BILL NO. 2618 – AN ORDINANCE AMENDING CHAPTER 23-TRAFFIC, ARTICLE II-ADMINISTRATION AND ENFORCEMENT, SECTION 23-23.7-INTERSECTION STOPS, SCHEDULE G OF THE CITY CODE DESIGNATING AN INTERSECTION STOP ON JERE LANE AT ALICE DRIVE was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Cooley, yes; Crisler, yes; Amato, yes; Freese, yes; Owens, yes; McArthur, yes; Plunk, (excused); 7 yeas: **Ordinance approved.**

RESOLUTIONS

RESOLUTION NO. 15-49 – A RESOLUTION GRANTING A COOLEY-FULBRIGHT BEAUTIFICATION GRANT TO THE ARNOLD TERRACE SUBDIVISION

Butch Cooley made a motion and so moved to approve Resolution No. 15-49. Seconded by Jason Fulbright. Roll call vote: Fulbright, yes; Cooley, yes; Crisler, yes; Amato, yes; Freese, yes; Owens, yes; McArthur, yes; Plunk, (excused); 7 yeas: **Resolution passed.**

MOTIONS

NONE

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Nancy Crisler – Ward 1 – Thanked the Veterans Commission for placing the flags throughout Arnold in honor of Labor Day.

Paul Freese – Ward 3 – Informed council that the Liquor Committee held a meeting tonight. Schnucks has submitted an application for Change in Managing Officer and Hahn Extreme Fitness and Martial Arts has applied for a Consumption of Intoxicating Liquor on Premises license. They would like to serve beer only during boxing events.

Paul Freese made a motion and so moved to approve the application for Change in Managing Office for Schnucks. Seconded by Nancy Crisler. Roll call vote: Fulbright, yes; Cooley, yes; Crisler, yes; Amato, yes; Freese, yes; Owens, yes; McArthur, yes; Plunk, (excused); 7 yeas: **Motion carried.**

Paul Freese made a motion and so moved to approve the application for Consumption of Intoxicating Liquor on Premises license for Hahn Extreme Fitness and Martial Arts. Seconded by Butch Cooley. Roll call vote: Fulbright, yes; Cooley, yes; Crisler, yes; Amato, yes; Freese, yes; Owens, yes; McArthur, yes; Plunk, (excused); 7 yeas: **Motion carried.**

Butch Cooley – Ward 4 – Stated he has received complaints from residents regarding the excavating work at the new 5 Star Auto Body location. They have said that work is beginning too early in the morning. Bryan Richison will have staff look into this matter.

Dan Kroupa – Wanted to speak regarding the annual rate of levy for taxes, because his personal opinion is that a vast majority of people may not understand what the city does with this. Mr. Kroupa went on to explain how the process works and stated that the Hancock amendment limits the amount of revenue the city and school district receives from this tax. The amount of revenue received is based on dollars, not percentages. So the additional revenue the city and school may receive is due to new construction, not reassessments of existing homes.

David Owens – Ward 2 – Thanked the Veterans Commission for placing the flags.

Phil Amato – Ward 3 – Thanked the Public Works Department for their assistance in placing the flags for Labor Day. He then invited Diane West from the Veterans Commission to the microphone. Ms. West stated that flags will be placed strategically along Jeffco for Arnold Days. The Commission also discussed the Veterans Day parade at their last meeting. They have asked Phil Pippin to be their grand marshal and he has accepted. Mr. Amato stated that there has been some talk at the last few Arnold Pantry dinners about the beginning days of the pantry. The Food Pantry started in the basement of the old Immaculate Conception school house. There has been discussion of placing an historic sign at that location. Bryan Richison will handle the ordering of the sign, since it is under \$200 and the Food Pantry will reimburse the City for the cost. Public Works will place the sign, as it will be in the City's right of way.

ADMINISTRATIVE REPORTS

Bryan Richison – Stated that City Hall will be closed Monday in observance of Labor Day.

Tammi Casey – Informed council that the annual LAGERS Conference will be held October 29th and 30th at Westport.

Ed Blattner – Informed council that the last pour for Michigan Ave will take place tomorrow morning. The engineers will give their report to council at the September 17th council meeting. Eight spots on Michigan Ave will be ground down to make it more smooth.

Susie Boone – Reported that the “roll back anniversary sale” was a huge success. Hopefully this will in turn lead to increased registrations for special programs and rentals. The Patriot Golf Tournament will be held tomorrow. The last day for the outdoor pool will be Monday. Ms. Boone informed council that SSM has chosen the Arnold Recreation Center to film their national television ad at the indoor pool, so it will be closed Wednesday. The Veterans Picnic will be Saturday at Arnold City Park. Arnold Days Golf Tournament will be held next Saturday along with the annual Pooch Plunge. The dog park will re-open after Labor Day. The 9-11 ceremony will be held next Friday at 9:00 a.m.

6
Regular Meeting
September 3, 2015

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

Meeting adjourned at 7:29 p.m.


City Clerk Tammi Casey

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 9/3/2015

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	MOTION TO INCLUDE AGENDA ITEMS A- J IN THE CONSENT AGENDA	CONSENT AGENDA	BILL NO 2617	BILL NO 2618	RESOLUTION NO 15-49
COUNCIL MEMBERS:							
MAYOR	<u>RON COUNTS</u>	PRESENT					
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>NANCY CRISLER</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>PHIL AMATO</u>	PRESENT	NO	YES	YES	YES	YES
COUNCIL:	<u>PAUL FREESE</u>	PRESENT	NO	YES	YES	YES	YES
COUNCIL:	<u>DAVID OWENS</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>GARY PLUNK</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
CITY ADMINISTRATOR	<u>BRYAN RICHISON</u>	PRESENT	PARKS DIR:		<u>SUSIE BOONE</u>		PRESENT
CITY CLERK	<u>TAMMI CASEY</u>	PRESENT	PUBLIC WORKS:		<u>ED BLATTNER</u>		PRESENT
COM DEV	<u>MARY HOLDEN</u>	PRESENT	TREASURER:		<u>DAN KROUPA</u>		PRESENT
CITY ATTORNEY	<u>BOB SWEENEY</u>	PRESENT	POLICE DEPT.		<u>CAPTAIN RUCKMAN</u>		PRESENT

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 9/3/2015

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: BUTCH COOLEY

COUNCIL: NANCY CRISLER

COUNCIL: PHIL AMATO

COUNCIL: PAUL FREESE

COUNCIL: DAVID OWENS

COUNCIL: BRIAN MCARTHUR

COUNCIL: GARY PLUNK

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV MARY HOLDEN

CITY ATTORNEY BOB SWEENEY

		MOTION TO APPROVE SCHNUCKS CHANGE IN MANAGING OFFICER APPLICATION	MOTION TO APPROVE HAHN EXTREME FITNESS LIQUOR LICENSE				
MAYOR RON COUNTS							
COUNCIL: JASON FULBRIGHT		YES	YES				
COUNCIL: BUTCH COOLEY		YES	YES				
COUNCIL: NANCY CRISLER		YES	YES				
COUNCIL: PHIL AMATO		YES	YES				
COUNCIL: PAUL FREESE		YES	YES				
COUNCIL: DAVID OWENS		YES	YES				
COUNCIL: BRIAN MCARTHUR		YES	YES				
COUNCIL: GARY PLUNK		EXCUSED	EXCUSED				
CITY ADMINISTRATOR BRYAN RICHISON				PARKS DIR:	SUSIE BOONE		
CITY CLERK TAMMI CASEY				PUBLIC WORKS:	ED BLATTNER		
COM DEV MARY HOLDEN				TREASURER:	DAN KROUPA		
CITY ATTORNEY BOB SWEENEY				POLICE DEPT.	CAPTAIN RUCKMAN		

The Public Hearing was called to order by Mayor Counts at 7:00 p.m. City Clerk Tammi Casey made note of those in attendance: Mayor Counts, Fulbright, Cooley, Crisler, Amato, Freese, Owens, McArthur, Plunk (excused), Richison, Casey, Holden, Sweeney, Boone, Blattner, Kroupa and Captain Ruckman.

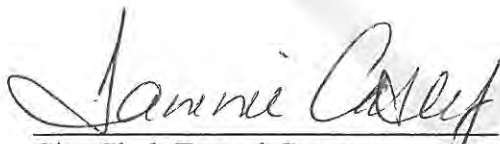
FIXING THE ANNUAL RATE OF LEVY FOR TAXES

City Administrator, Bryan Richison spoke briefly regarding the Missouri State Statute that requires an annual public hearing before setting the levy for real estate taxes.

COMMENTS FROM PUBLIC AND COUNCIL

NONE

The Public Hearing ended at 7:03 p.m.


City Clerk Tammi Casey

Mayor Ron Counts called the meeting to order at 7:00 p.m. Those in attendance as noted by City Clerk Tammi Casey: Mayor Counts, Fulbright, Cooley, Crisler, Amato (arrived 7:07 p.m.), Freese, Owens, McArthur, Plunk, Richison, Casey, Holden, Sweeney, Boone, Blattner and Kroupa.

RADIO PROMOTION

Brad Chrisman from I Heart Radio and Jordan, an on air personality for Z107 and Wild 104 spoke to the council. They have seven St. Louis radio stations in their group. Their idea is to provide live endorsements for Arnold through Jordan's radio shows. Jordan is a resident of Arnold and he would provide information to listeners about events going on in the city, what he did in Arnold over the weekend, etc. He would act as an ambassador per se. It would be more organic than scripted commercials, more like discussions he is having with his audience about the city and what it has to offer. It could be tailored to meet specific needs or ideas that the council might have and could change as needed. Council expressed interest in further exploring this idea and asked the representatives to develop a proposal and cost analysis for consideration.

SIDEWALK GRANT/MAILBOXES

Bryan Richison explained that in completing the work for the Safe Routes To School grant some mailboxes will have to be removed and then replaced. The grant only allows for the replacement of "standard" mailboxes, it strictly prohibits any grant funds being used to replace "ornate" mailboxes. This will be fine for most, but there are a few residents that currently have ornate mailboxes. Mr. Richison believes that, especially since residents are granting temporary construction easements to the City that it is only fair that the City cover the cost to replace the ornate mailboxes with the same type that was removed. This impacts roughly four homes. Council voiced no objections and agreed that it is the right thing to do.

STRAWBERRY RIDGE STREETS

Bryan Richison presented his findings, as requested by council, as to the readiness of the streets in Strawberry Ridge subdivision for the City to take over maintenance. Ed Blattner prepared a punch list and estimates it will take \$100,000 to \$150,000 to complete the work on the list. There is \$115,835.21 in escrow for Strawberry Ridge, as well as an additional \$56,276.00 from a pre-annexation escrow agreement with Lawless Homes. Lawless Homes went bankrupt years ago. Bob Sweeney informed council that Lawless Homes breached the pre-annexation agreement; therefore he believes that that escrow money is available to the City for infrastructure improvements.

Bryan will direct staff to start contacting the residents and HOA to begin the process of having the streets dedicated to the City. Ed Blattner stated that Public Works would probably be able to begin work on the punch list items next spring.

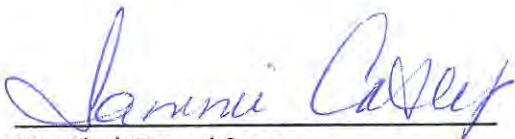
SEWER LATERAL GRANT

Bryan Richison presented a draft resolution to council that would provide a grant for residents whose lateral sewer line has failed, thus creating a health hazard to other residents. The grant application would be at the sole discretion of the council and processes would be put in place to assess whether or not a resident even qualified to receive the grant. Missouri American Water has indicated that they would work with the City to assist with such things as running scope cameras, etc. Discussion followed by council as to whether or not a 100% grant would work better than a sliding scale or matching grant. After lengthy discussion, Mayor Counts announced that the project would be tabled for the time being.

Jason Fulbright made a motion to adjourn the meeting. Seconded by Butch Cooley.

Voice vote: All yeas.

Meeting adjourned at 8:17 p.m.



City Clerk Tammi Casey

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: WORK SESSION

DATE: 9/10/2015

PAGE:

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: BUTCH COOLEY

COUNCIL: NANCY CRISLER

COUNCIL: PHIL AMATO

COUNCIL: PAUL FREESE

COUNCIL: DAVID OWENS

COUNCIL: BRIAN MCARTHUR

COUNCIL: GARY PLUNK

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV MARY HOLDEN

CITY ATTORNEY BOB SWEENEY

		IN ATTENDANCE					
		PRESENT					
		PRESENT					
		PRESENT					
		PRESENT					
		ARRIVED 7:07					
		PRESENT					
		PRESENT					
		PRESENT					
		PRESENT					
		PRESENT	PARKS DIR:	SUSIE BOONE			PRESENT
		PRESENT	PUBLIC WORKS:	ED BLATTNER			PRESENT
		PRESENT	TREASURER:	DAN KROUPA			PRESENT
		PRESENT	POLICE DEPT.	CHIEF SHOCKEY			-

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM

6A

NAME OF TOPIC/PROJECT: An ordinance authorizing the issuance of taxable industrial revenue bonds for the Metal Container Corporation and authorizing the Mayor to enter into all necessary agreements in connection with the bond issuance.

SUMMARY EXPLANATION: These Chapter 100 Bonds and related documents are for the second expansion to the Arnold plant in the amount not to exceed \$150,000,000. These funds will be used to construct an 88,000 square foot (approx) bottling facility on their property located at 42 Tenbrook Industrial Park. As part of the agreement, property tax on the building will be abated for twenty years. Additionally equipment and materials purchased for construction and to outfit the facility will be sales tax exempt.

RECOMMENDED ACTION: **APPROVAL.**

Why is this action necessary? Council must approve all bond issues and contracts.

What does this action accomplish? This action provides for the economic expansion of a good corporate citizen and will retain and create jobs within the City.

Positive impacts and to whom?

Negative impacts and to whom?

ADDITIONAL COMMENTS:

AN ORDINANCE AUTHORIZING THE CITY OF ARNOLD, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (METAL CONTAINER CORPORATION PROJECT), SERIES 2015, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$150,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE MAYOR TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Arnold, Missouri, a third-class city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (RSMo) (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project (the "Plan") has been prepared in the form of **Exhibit A** attached hereto; and

WHEREAS, notice of the City's consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue its Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015, in a principal amount not to exceed \$150,000,000 (the "Bonds"), for the purpose of (a) constructing an approximately 88,000 square foot bottling facility (the "Project Improvements") to be constructed on a portion of the real estate located at 42 Tenbrook Industrial Park in the City (the "Project Site"), to be used for manufacturing, commercial, warehousing and industrial development purposes, and (b) equipping the Project Site and Project Improvements with certain personal property (the "Project Equipment" and, collectively with the Project Site and the Project Improvements, the "Project"), as more fully described in the Indenture and in the Lease Agreement hereinafter authorized; (3) lease the Project to Metal Container Corporation, a Delaware corporation (the "Company"); and (4) enter into a Performance Agreement with the Company, under which the Company will make certain payments (the "PILOT Payments") to the City in consideration of the City issuing the Bonds; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

Section 1. Approval of the Plan. The City Council hereby approves the Plan for an Industrial Development Project attached as **Exhibit A** hereto.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase, construction and installation of the Project, all in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture described below and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement described below. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named therein (the "Trustee") as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form attached hereto as **Exhibit B**, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture.

(b) Lease Agreement (the "Lease Agreement") between the City and the Company, in substantially the form attached hereto as **Exhibit C**, under which the City will lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

(c) Bond Purchase Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit D**, for the purchase of the Bonds.

(d) Performance Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit E**, under which the Company will make certain payments in lieu of taxes.

Section 6. Sales Tax Exemption Certificate. The Mayor is hereby authorized to execute and furnish to the Company a sales tax exemption certificate.

Section 7. Execution of Documents. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor is hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the transfer of property) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Arnold, Missouri this 1st day of October, 2015.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS**

CITY OF ARNOLD, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS**

FOR

METAL CONTAINER CORPORATION


GILMORE BELL

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(PERSONAL PROPERTY)

* * *

CITY OF ARNOLD, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS
METAL CONTAINER CORPORATION

I. PURPOSE OF THIS PLAN

The City of Arnold, Missouri (the "City") intends to issue taxable industrial revenue bonds in a principal amount not to exceed \$150,000,000 (the "Bonds"), to finance the costs of a proposed industrial development project (the "Project") for Metal Container Corporation (the "Company"). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri and Article VI, Section 27(b) of the Missouri Constitution (collectively, the "Act").

Gilmore & Bell, P.C. has prepared this Plan for an Industrial Development Project and Cost/Benefit Analysis (the "Plan") to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds pursuant to a trust indenture entered into between the municipality and a bank or trust company acting as trustee. In exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the site on which the industrial development project will be located. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the project site and improvements thereon, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968)(*en banc*) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966)(*en banc*). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation and personal property taxation so long as the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales Tax Exemption. In addition to property tax abatement, qualified building materials can be exempt from sales tax if approved by the municipality. The sales tax exemption is evidenced by a project exemption certificate issued by the municipality. The purchase of other personal property as part of the project may be exempted from sales tax if approved by the Missouri Department of Economic Development.

III. DESCRIPTION OF THE PARTIES

Metal Container Corporation. The Company, a subsidiary of Anheuser-Busch Companies, LLC, is a Delaware corporation with a principal business of manufacturing and supplying cans and lids for Anheuser-Busch InBev products and major soft drink companies. The Company was founded in 1976.

City of Arnold, Missouri. The City is a third-class city and a political subdivision of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Company owns and operates a manufacturing facility located at 42 Tenbrook Industrial Park in the City. The Company will construct and equip an approximately 88,000 square foot bottling facility (the “Project Improvements”) on approximately 8 acres of land (the “Project Site”) located at 42 Tenbrook Industrial Park. The Company is also proposing to acquire and install equipment within the Project Improvements (the “Project Equipment” and together with the Project Site and the Project Improvements, the “Project”). Construction of the Project Improvements began in January 2015 and substantial completion of the Project Improvements and installation of the Project Equipment is expected by February 2016. The Project will be acquired by the City with the proceeds of the Bonds and leased to the Company.

B. Estimate of the Costs of the Project. The construction of the Project Improvements is expected to cost approximately \$20,000,000. The acquisition and installation of the Project Equipment is expected to cost approximately \$130,000,000.

C. Source of Funds to be Expended for the Project. The source of funds to be expended for the Project will be the proceeds of the Bonds in the maximum principal amount of \$150,000,000 and other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will lease the Project to the Company for lease payments equal to the principal and interest on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at the termination of the lease. The lease between the City and the Company will terminate on December 31, 2036, unless terminated sooner pursuant to the terms thereof.

E. Affected School District, Community College District, County and City. The Fox C-6 School District is the school district affected by the Project. Jefferson County, Missouri is the county affected by the Project. Jefferson College is the community college district affected by the Project. The City of Arnold is the city affected by the Project. The Cost/Benefit Analysis attached hereto identifies all other taxing districts affected by the Project (other than those taxing entities solely affected by the Project with respect to receipt of tax revenues from the commercial surcharge tax).

F. Current Assessed Valuation. The most recent equalized assessed valuation of the real property included in the Project is \$139,359. The most recent equalized assessed valuation of the personal property included in the Project is \$0 (because no existing personal property is included in the Project). The estimated total equalized assessed valuation after development of the Project is \$6,219,359 for the real property and \$28,870,404 for the personal property. These valuations were calculated based upon the current assessed valuation of the Project Site of \$139,359 plus the Company's anticipated taxable investment of \$19,000,000 in real property (which excludes costs such as professional fees and transactional costs estimated at \$1,000,000), and \$97,000,000 in personal property (which excludes freight and installation costs estimated at \$33,000,000), multiplied by the assessment rate of 32% for the Project Site and Project Improvements and 33-1/3% for the Project Equipment. If the actual investment is larger than anticipated, the assessed valuation will likely be greater.

G. Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds, to take possession of the Project and to extend tax abatement to the Company. During the abatement period, the Company is not expected to make payments in lieu of taxes on the Project Improvements, so long as the Company maintains an agreed-upon number of jobs at the Project Site. The Company will make payments in lieu of taxes equal to 100% of the taxes that would otherwise be due on the land upon which the Project Improvements will be situated.

H. Sales Tax Exemption. Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri, and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company.

I. Cost/Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The following is a summary of the exhibits attached to this Plan that show the direct tax impact

the Project is expected to have on each taxing jurisdiction and key ancillary benefits expected to be derived from the Project. This Plan does not attempt to quantify the overall economic impact of the Project.

Summary of Cost/Benefit Analysis. **Exhibit 1** presents a summary for each affected taxing district of the total estimated tax revenues that would be generated if the Project Improvements did not receive tax abatement and the total estimated value of the abatement to the Company. Please note that the actual value of the Project may differ from the estimated value assumed in this Plan and may impact the value of the abatement.

Real Property Tax Revenues. **Exhibit 2** provides the projected tax revenues that would be generated from the Project Improvements without tax abatement based on estimated taxable costs of the Project Improvements in the amount of \$19,000,000. The commercial surcharge tax was applied to the Project Improvements at a rate of \$0.24 per \$100.00 of assessed valuation.

Personal Property Tax Revenues. **Exhibit 3** provides the projected tax revenues that would be generated from the Project Equipment without tax abatement based on estimated taxable costs of the Project Equipment in the amount of \$97,000,000.

Refer to **Attachment A** for the assumptions related to the determination of the assessed values and the tax formulas.

Sales Tax Exemption. The City will grant a sales tax exemption on the qualified building materials necessary to construct the Project Improvements. For purposes of determining the impact of the sales tax exemption on the qualified building materials on the affected taxing jurisdictions granted by the City, it was assumed that: (1) \$8,000,000 of the total costs of the Project Improvements will be allocated to construction material costs; (2) the applicable sales tax rate is 8.35%, of which 4.225% is allocated to the State of Missouri and 4.125% is allocated to the City, the County and other political subdivisions within the City (excluding special taxing districts); and (3) 100% (\$8,000,000) of the qualified construction materials will be purchased in the State and 5% (\$400,000) will be purchased in the City. Please note that any variance in these assumptions will alter the net fiscal impact of the sales tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the net fiscal impact of the sales tax exemption on the qualified building materials granted by the City is approximately \$354,500, allocated as follows:

	<u>Construction Materials</u>
State of Missouri	\$338,000
Subdivisions within City	<u>16,500</u>
Total	<u>\$354,500</u>

Ancillary Project Benefits. The Company estimates that 70 additional full-time jobs will be established at the Project Site. The City can also anticipate growth in construction jobs during the completion of the Project. These jobs will only last during the Project's construction phase and will cease to exist upon completion. All additional workers will be contributing to the local economy. The Project will also provide collateral benefits for local suppliers during the construction period. The City may also see an increase in businesses that support the Project's employees and operations. These ancillary impacts were not measured for purposes of this Plan.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, we have made some key assumptions to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **Attachment A** for a summary of these assumptions.

In addition to the foregoing, in order to complete this Plan, we have generally reviewed and relied upon information furnished to us by, and have participated in conferences with, representatives of the City, representatives of the Company and its counsel, and other persons as we have deemed appropriate. We do not assume any responsibility for the accuracy, completeness or fairness of any of the information provided to us; we have not independently verified the accuracy, completeness or fairness of such information.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The Company will invest \$20,000,000 in the Project Improvements, consisting of \$19,000,000 of taxable costs and \$1,000,000 for professional and transaction costs. \$8,000,000 of the \$20,000,000 investment is estimated to be used for purchasing construction materials. The Company will invest \$130,000,000 in the Project Equipment, consisting of \$97,000,000 of taxable costs and \$33,000,000 for freight and installation.

2. The acquisition, construction and equipping of the Project will be complete by the end of 2016.

3. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.

4. The Project will be excluded from the calculation of ad valorem property taxes from 2017 through 2036.

5. The Company will make no payments in lieu of taxes on the Project Improvements (except for during the construction period of the Project). The Company will make payments in lieu of taxes equal to 100% of the taxes that would have been otherwise payable on the Project Site.

6. Commercial real property taxes are calculated using the following formula:

$$(\text{Assessed Value} * \text{Tax Rate})/100$$

7. The assessed value of the Project Improvements is calculated using the following formula:

$$\text{Estimated Value} * \text{Assessment Ratio of 32\%}$$

8. The assessed value of the Project Equipment is calculated using the following formula:

$$(\text{Cost} * \text{Depreciation Factor}) * \text{Assessment Ratio of 33-1/3\%}$$

9. For the Project Equipment, a depreciation factor is applied at the end of each year using the following percentages:

One year from date of purchase	- 89.29%
Two years from date of purchase	- 70.16%
Three years from date of purchase	- 55.13%
Four years from date of purchase	- 42.88%
Five years from date of purchase	- 30.63%
Six years from date of purchase	- 18.38%
Seven or more years from date of purchase	- 10.00%

10. After development, the assessed value of the Project Improvements is subject to growth at an estimated rate of 2% every year an assessment is made (every odd year).

11. The tax rates used in this Plan reflect the rates in effect for the tax year 2014. The tax rates were held constant through the 2036 tax year.

EXHIBIT 1

SUMMARY OF TAX IMPACT ANALYSIS

Taxing Jurisdiction	Tax Revenue Without Abatement	Revenue Generated from Pilot Payments (0%)	Value of Abatement
State of Missouri	\$ 83,252	\$ -	\$83,252
Jefferson County, Missouri	66,047	-	66,047
County Health	210,350	-	210,350
County Road	592,755	-	592,755
City of Arnold	1,113,358	-	1,113,358
Rock Township Ambulance District	582,765	-	582,765
Jefferson College	953,514	-	953,514
Fox C-6 School District	12,717,595	-	12,717,595
Rock Community FPD	2,227,272	-	2,227,272
Developmental Disabilities Board	263,077	-	263,077
County Parks	78,535	-	78,535
Mental Health	263,077	-	263,077
Jefferson County Library	492,576	-	492,576
Commercial Property Surcharge	319,557	-	319,557
	\$ 19,963,729	\$ -	\$19,963,729

EXHIBIT 2

PROJECTED TAX REVENUES WITHOUT ABATEMENT (REAL PROPERTY)

Assessed Value of Real Property	\$ 6,080,000	\$ 6,080,000	\$ 6,201,600	\$ 6,325,632	\$ 6,452,145	\$ 6,581,188	\$ 6,712,811				
Taxing Jurisdiction	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Tax Rate per \$100											
State of Missouri	0.0300	1,824	1,860	1,860	1,860	1,898	1,936	1,936	1,974	1,974	2,014
Jefferson County, Missouri	0.0238	1,447	1,476	1,476	1,476	1,506	1,536	1,536	1,566	1,566	1,598
County Health	0.0758	4,609	4,701	4,701	4,701	4,795	4,891	4,891	4,989	4,989	5,088
County Road	0.2136	12,987	13,247	13,247	13,247	13,512	13,782	13,782	14,057	14,057	14,339
City of Arnold	0.4012	24,393	24,881	24,881	24,881	25,378	25,886	25,886	26,404	26,404	26,932
Rock Township Ambulance District	0.2100	12,768	13,023	13,023	13,023	13,284	13,550	13,550	13,820	13,820	14,097
Jefferson College	0.3436	20,891	21,309	21,309	21,309	21,735	22,170	22,170	22,613	22,613	23,065
Fox C-6 School District	4.5828	278,634	284,207	284,207	284,207	289,891	295,689	295,689	301,603	301,603	307,635
Rock Community FPD	0.8026	48,798	49,774	49,774	49,774	50,770	51,785	51,785	52,821	52,821	53,877
Developmental Disabilities Board	0.0948	5,764	5,879	5,879	5,879	5,997	6,117	6,117	6,239	6,239	6,364
County Parks	0.0283	1,721	1,755	1,755	1,755	1,790	1,826	1,826	1,862	1,862	1,900
Mental Health	0.0948	5,764	5,879	5,879	5,879	5,997	6,117	6,117	6,239	6,239	6,364
Jefferson County Library	0.1775	10,792	11,008	11,008	11,008	11,228	11,453	11,453	11,682	11,682	11,915
Commercial Property Surcharge	0.2400	14,592	14,884	14,884	14,884	15,182	15,485	15,485	15,795	15,795	16,111
7.3188	\$ 444,983	\$ 444,983	\$ 453,883	\$ 453,883	\$ 462,960	\$ 462,960	\$ 472,220	\$ 472,220	\$ 481,664	\$ 481,664	\$ 491,297
Assessed Value of Real Property	\$ 6,712,811	\$ 6,847,068	\$ 6,984,009	\$ 6,984,009	\$ 7,123,689	\$ 7,123,689	\$ 7,266,163	\$ 7,266,163	\$ 7,414,145	\$ 7,414,145	\$ 7,566,811
Taxing Jurisdiction	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total	
Tax Rate per \$100											
State of Missouri	0.0300	2,014	2,054	2,054	2,095	2,137	2,137	2,180	2,180	39,945	
Jefferson County, Missouri	0.0238	1,598	1,630	1,630	1,662	1,695	1,695	1,729	1,729	31,689	
County Health	0.0758	5,088	5,190	5,190	5,294	5,400	5,400	5,508	5,508	100,926	
County Road	0.2136	14,339	14,625	14,625	14,918	15,216	15,216	15,521	15,521	284,405	
City of Arnold	0.4012	26,932	27,470	27,470	28,020	28,580	28,580	29,152	29,152	534,192	
Rock Township Ambulance District	0.2100	14,097	14,379	14,379	14,666	14,960	14,960	15,259	15,259	279,612	
Jefferson College	0.3436	23,065	23,527	23,527	23,997	24,477	24,477	24,967	24,967	457,498	
Fox C-6 School District	4.5828	307,635	313,787	313,787	320,063	326,464	326,464	332,994	332,994	6,101,934	
Rock Community FPD	0.8026	53,877	54,955	54,955	56,054	57,175	57,175	58,318	58,318	1,068,651	
Developmental Disabilities Board	0.0948	6,364	6,491	6,491	6,621	6,753	6,753	6,888	6,888	126,225	
County Parks	0.0283	1,900	1,938	1,938	1,976	2,016	2,016	2,056	2,056	37,681	
Mental Health	0.0948	6,364	6,491	6,491	6,621	6,753	6,753	6,888	6,888	126,225	
Jefferson County Library	0.1775	11,915	12,154	12,154	12,397	12,645	12,645	12,897	12,897	236,339	
Commercial Property Surcharge	0.2400	16,111	16,433	16,433	16,762	17,097	17,097	17,439	17,439	319,557	
7.3188	\$ 491,297	\$ 501,123	\$ 501,123	\$ 511,146	\$ 511,146	\$ 521,369	\$ 521,369	\$ 531,796	\$ 531,796	\$ 9,744,880	

EXHIBIT B
TRUST INDENTURE

CITY OF ARNOLD, MISSOURI,

AND

**UMB BANK, N.A.
as Trustee**

TRUST INDENTURE

Dated as of October 1, 2015

Relating to:

**\$150,000,000
(Aggregate Maximum Principal Amount)
City of Arnold, Missouri
Taxable Industrial Revenue Bonds
(Metal Container Corporation Project)
Series 2015**

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of October 1, 2015 (the “Indenture”), between the **CITY OF ARNOLD, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on October 1, 2015, authorizing the City to issue its Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015, in the maximum principal amount of \$150,000,000 (the “Bonds”), for the purpose of constructing an approximately 88,000 square foot bottling facility (the “Project Improvements,” as more fully described on **Exhibit B** hereto) to be constructed on a portion of the real estate located at 42 Tenbrook Industrial Park in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), and equipping the Project Site and Project Improvements with certain personal property (the “Project Equipment,” as more fully defined herein).

3. The Ordinance authorizes the City to lease the Project Site, the Project Improvements and the Project Equipment (collectively, the “Project”) to Metal Container Corporation, a Delaware corporation (the “Company”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds, and to enter into the Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City, as lessor, will, or will cause the Company to, purchase, construct, equip and install the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding Unassigned Rights), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Approved Investor” means (i) the Company, (ii) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (iii) any general business corporation or enterprise with total assets in excess of \$100,000,000.

“Authorized City Representative” means the Mayor, the City Administrator or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015, in the maximum aggregate principal amount of \$150,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Arnold, Missouri, Bond Fund -- Metal Container Corporation” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of Arnold, Missouri, a third-class city organized and existing under the laws of the State.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs spent by the Company from its own funds before the Closing Date.

“Company” means Metal Container Corporation, a Delaware corporation, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease, which shall be deemed executed and filed if not actually executed and filed by December 31, 2016, except as otherwise provided in **Section 4.5** of the Lease.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$150,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Company from time to time.

“Government Securities” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking; or

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by Standard & Poor's and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature.

"Lease" means the Lease Agreement dated as of October 1, 2015 between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lease Term" means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

"Moody's" means Moody's Investors Service, Inc., and its successors and assigns, and, if that firm will be dissolved or liquidated or no longer performs the functions of a municipal securities rating service, "Moody's" will be deemed to refer to any other nationally recognized securities rating service designated by the City, with notice to the Trustee.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Performance Agreement” means the Performance Agreement dated as of October 1, 2015 between the City and the Company.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, the Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, and (e) such exceptions to title set forth in the Commitment for Title Insurance No. _____ issued by [TITLE COMPANY] dated _____, 2015.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time before the Completion Date, the same being on file at the principal office of the Company, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day’s prior notice by the City, the Trustee and their duly appointed representatives.

“Project” means the project referred to in the recitals of this Indenture, including the Project Site, the Project Improvements and the Project Equipment as they may at any time exist.

“Project Costs” means all costs of purchase and construction of the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project Improvements located on the Project Site and the acquisition and installation of the Project Equipment on the Project Site, which the Company conveys to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(e) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Equipment” means all items of equipment or other personal property acquired by the Completion Date for installation in the Project Improvements or elsewhere on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from the proceeds of Bonds.

“Project Fund” means the “City of Arnold, Missouri, Project Fund -- Metal Container Corporation” created in **Section 501** of this Indenture.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“S&P” means Standard & Poor’s, a division of The McGraw–Hill Companies, its successors and their assigns, and if that entity no longer performs the functions of a municipal securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the City, with notice to the Trustee.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Arnold, Missouri, Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$150,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) The Trustee covenants and agrees that, except as otherwise herein provided, it will not sell, convey, mortgage, encumber or otherwise dispose of the Bonds.

(e) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by

internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(f) If the Company is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver or cause to be delivered to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall

authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption in part of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$150,000,000 for the purpose of providing funds to pay the costs of the Project, which Bonds shall be designated "City of Arnold, Missouri, Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2036 (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) Original executed counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the City;

(6) An opinion of counsel nationally recognized on the subject of municipal bonds stating that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(7) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have disbursed such funds to the Company for the payment of Project Costs.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date that each such requisition certificate is submitted. The Trustee shall keep a record of the total requisitions submitted for the Project, and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 4.50% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2015, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1, 2036. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 4.5** of the Lease, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be cancelled by the Trustee immediately upon the payment or redemption of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Company may deliver or cause to be delivered to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is only one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile and by first-

class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Arnold, Missouri, Project Fund – Metal Container Corporation" (herein called the "Project Fund").

(b) "City of Arnold, Missouri, Bond Fund – Metal Container Corporation" (herein called the "Bond Fund").

Section 502. Deposits into and Disbursements from the Project Fund.

(a) The proceeds of the sale of the Bonds (which are deemed paid under **Section 208(d)** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company in satisfaction of the requisition certificate.

(c) The Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (i) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (ii) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (iii) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; and (iv) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and

any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the City may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 10.2** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence and continuance of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **Section 12.1(b)** (but only as it relates to Unassigned Rights) or **Section 12.1(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(f)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** (but only with respect to Unassigned Rights) or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereof of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b)** (but only with respect to Unassigned Rights) or **(d)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent

or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(I)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture reasonably believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting

from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Owners and signed by the Company.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers,

rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of

interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the

execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided. The Company shall have the right to enforce the provisions hereof that contemplate or require approvals of, notices to or other rights of the Company.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Arnold, Missouri
2101 Jeffco Boulevard
Arnold, Missouri 63010
ATTN: City Administrator

with copies to:

Robert K. Sweeney, LLC
P.O. Box 20
503 Main Street
Hillsboro, Missouri 63050
ATTN: Robert K. Sweeney

and:

Gilmore & Bell, P.C.
211 N. Broadway, Suite 2350
St. Louis, Missouri 63102
ATTN: Mark D. Grimm

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department

(c) To the Company:

Metal Container Corporation
c/o Anheuser-Busch Companies
One Busch Place
St. Louis, Missouri 63118
ATTN: Greg Schwarztrauber

with a copy to:

Anheuser-Busch Companies
One Busch Place
St. Louis, Missouri 63118
ATTN: Thomas Larson

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City of Arnold, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF ARNOLD, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

[Trust Indenture]

UMB BANK, N.A., as Trustee

By: _____

Name: Victor Zarrilli

Title: Senior Vice President

[Trust Indenture]

EXHIBIT A
PROJECT SITE

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the approximately 88,000 square-foot bottling facility to be constructed on the Project Site, to the extent paid for in whole with Bond proceeds.

EXHIBIT C
LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of October 1, 2015 (the "Lease"), between the **CITY OF ARNOLD, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the "City"), as lessor, and **METAL CONTAINER CORPORATION**, a corporation organized and existing under the laws of the State of Delaware (the "Company");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, equip and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on October 1, 2015, authorizing the City to issue its Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015, in the maximum principal amount of \$150,000,000 (the "Bonds"), for the purpose of constructing an approximately 88,000 square foot bottling facility (the "Project Improvements," as more fully described on **Exhibit B** hereto) to be constructed on a portion of the real estate located at 42 Tenbrook Industrial Park in the City (the "Project Site," as more fully described on **Exhibit A** hereto), and equipping the Project Site and Project Improvements with certain personal property (the "Project Equipment," as more fully defined in the hereinafter defined Indenture).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will acquire the Project Site and purchase, construct, equip and improve the Project Improvements and the Project Equipment, and will lease the Project Site, the Project Improvements and the Project Equipment as they may at any time exist (collectively, the "Project"), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a third-class city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to acquire the Project Site, subject to Permitted Encumbrances, and acquire, purchase, construct, equip and install or cause to

be acquired, purchased, constructed, equipped and installed thereon the Project Improvements and the Project Equipment. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) The purchase, construction, extension, equipping and installation of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act.

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease.

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative.

(h) The City will not operate the Project as a business or in any other manner except as the lessor thereof, except during the continuance of an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in and is in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or

result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) The estimated costs of the purchase, construction, equipping and installation of the Project are in accordance with sound engineering and accounting principles.

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on December 31, 2036.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** hereof following the occurrence and continuance of an Event of Default, as defined in **Section 12.1** hereof, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act. The Company shall use its best efforts to comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project. The Company shall also materially comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such

requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE, CONSTRUCTION AND EQUIPPING OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 4.2. Purchase, Construction and Equipping of the Project. The City and the Company agree that the Company, as the agent of the City, shall purchase, construct and equip the Project as follows:

(a) The City will acquire the Project Site at the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee.

(b) On behalf of the City, the Company will purchase and construct the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that affect the status of the Project as a "project" under the Act or which would materially alter the accuracy of the description of the Project in the Plan for an Industrial Development Project and Cost/Benefit Analysis distributed under the Act may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supercede the provisions of **Section 8.3**.

(c) The Company will purchase and install the Project Equipment in the Project Improvements and elsewhere on the Project Site. The Company shall transfer title to the Project Equipment to the City from time to time by bills of sale or other instruments of transfer. On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Company shall furnish to the City and the Trustee a list of items (based on the Company's internal record keeping) comprising the Project Equipment as of January 1 of such year. The improper inclusion or exclusion of any Project Equipment pursuant to such list may be rectified by the Company within 30 days after notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project Equipment for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the City and the Trustee as may be requested in order to ensure that such list corresponds to the list of Project Equipment

maintained by the Trustee pursuant to **Section 10.8**. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable the City's officials and the Department of County Assessor of Jefferson County, Missouri (the "County Assessor") to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment. The City and the Company agree that, pursuant to **Section 4.7**, any interest in any property purchased in whole or in part by the Company with its own funds and not reimbursed from Bond proceeds, shall not constitute part of the Project Improvements or the Project Equipment and shall remain the property of the Company and therefore subject to taxation.

(d) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction of the Project.

(e) The Company will cause the purchase, construction, equipping and improvement of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5** hereof.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and endorse the Bonds, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative and approved by an Authorized City Representative:

(a) requesting payment or reimbursement of a specified amount of such funds (which amount shall be equal to the value of the property being transferred to the City simultaneously with any request) and directing to whom such amount shall be paid (which may include the Company in the event of a reimbursement);

(b) describing each item of Project Costs for which payment is being requested, including for Project Equipment, a description of the item and a serial or other identifying number, if any, for such item;

(c) stating that each item for which payment is requested is or was desirable and appropriate in connection with the purchase, construction, improvement and equipping of the Project, has been properly incurred and is a proper charge against the Project Fund, that the amount requested either has been paid by the Company, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of his knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, construction, improvement and equipping of the Project which, if unpaid, might become the basis of a

vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Project or any part thereof.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by the Authorized Company Representative stating (a) that the purchase, construction and equipping of the Project has been completed in accordance with the Plans and Specifications, (b) the date of completion thereof, and (c) that all costs and expenses of the purchase, construction and equipping of the Project have been incurred. Notwithstanding the foregoing, (1) such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being and (2) such certificate shall be deemed given on December 31, 2016 if not actually filed with the City by December 31, 2016, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Company provides a written notice to the City, within 30 days after the Company has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2017. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Project Property of City. The Project Site, the Project Improvements and the Project Equipment located thereon at the execution hereof and which the Company desires to convey to the City, all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture and Permitted Encumbrances. Nothing herein shall limit the Company's right to own personal property which is not part of the Project Equipment to be acquired by the City pursuant to **Section 4.2** hereof.

Section 4.7. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements or the Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds and not reimbursed from Bond proceeds, and no part of the purchase price of which is deemed paid from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore are subject to taxation, to the extent otherwise provided by law.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Company is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

- (a) all fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent reasonably incurred under or arising from the Indenture, this Lease or the Performance Agreement, including but not limited to claims by contractors or subcontractors, as and when the same become due;
- (b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;
- (c) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and
- (d) all other payments of whatever nature which the Company has agreed in writing to pay or assume under the provisions of this Lease, the Performance Agreement or the Indenture.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI**, nor the right of set-off provided in **Section 5.1** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the PILOT payments to be made by the Company under the Performance Agreement to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own

name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to the Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Casualty Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Company as insureds, as their respective interests may appear, shall name the Trustee as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be (i) paid over to the Trustee and shall be applied as provided in **Article IX** of this Lease, or (ii) if otherwise directed by, or on behalf of the Owners of 100% in principal amount of the Bonds Outstanding, as so directed.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage

for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease and promptly after renewal of each insurance policy.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies; Self Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. The Company may satisfy any of the insurance requirements set forth in this Article using self-insurance or insurance through a subsidiary or affiliate; so long as (i) the insurance is underwritten by a subsidiary or other affiliate of the Company with a separate net worth of at least \$150,000,000, or (ii) the Company funds such self insurance by appropriate reserves in the amounts recommended by independent actuarial reports obtained not less than every three (3) years for the term of this Lease. The Company shall provide to the City and the Trustee copies of financial statements or similar evidence of net worth of such affiliate on the date hereof and every three (3) years, or, in the case of actuarial reports, on the date of delivery of this Lease and, thereafter, not less than 30 days after receipt of such reports.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company may make such additions, modifications and improvements in and to any part of the Project Site or Project Improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (i) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto and (ii) when commenced, be prosecuted to completion with due diligence.

Section 8.2. Removal and Replacement of Project Equipment.

(a) The Company may, if no uncured Event of Default (as defined in **Section 12.1** hereof) exists and is continuing, remove from the Project and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Company, are otherwise no longer useful to the Company in its operations.

Before any such removal of any item of equipment or machinery with a then-market value of greater than \$1,000,000, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description of any machinery or equipment that the Company proposes to remove. Upon request by the Company, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of the Project Equipment removed. Notwithstanding anything contained herein to the contrary, title to any item of the Project Equipment removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Any Project Equipment removed from the Project Site shall no longer be entitled to the tax exemption afforded by virtue of the City's ownership thereof.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby.

Section 8.3. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes as a result of the City's ownership of the Project Site, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its

own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project remains an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part

thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site causing (in the Company's opinion) damage of more than \$1,000,000.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due. Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000,

the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City and the Trustee in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to constitute a "project" under the Act (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable.

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) shall before the application thereof by the City or the Trustee be applied as directed by the Owners or pledgees of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Reserved.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Day's prior notice, subject to the Company's usual business propriety, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** hereof as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, installation or maintenance of the Project, (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Company's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) If no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or

release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. Any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company.

(b) The Company may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company's obligations under any mortgage or financing document relating to the Project entered into after the date of execution of this Lease shall be subordinate to the Company's obligations under this Lease.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Performance Agreement, this Lease or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Performance Agreement, this Lease or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, equipping, extension, installation or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri, as amended; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City or Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (i) the result of work being performed at the Project by employees of the City, or (ii) the result of gross negligence or willful misconduct by the City or the Trustee. Upon written notice from the City or the Trustee of any such claims or demand, the Company shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Company. This **Section 10.5** shall survive any termination of the Performance Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, provided, the surviving, transferee or resulting Person (a) expressly assumes in writing all the obligations of the Company contained in this Lease, and (b) (i) (the long-term-debt rating of such Person or the long-term-debt rating of an entity controlled by, under common control with or controlling such Person, is in any of the top three long-term-debt rating categories by any nationally recognized rating service, or (ii) such Person is controlled by, under common control with or controls the Company.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then Outstanding, the Trustee shall file all instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. The Trustee shall maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.4** and **Section 8.2** hereof.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

“Environmental Laws” means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Project Site. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessment (“Assessments”) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessment (“Reports”) concerning the Project Site and the Project Improvements; upon the completion of the City’s review of the Assessments and the Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) showing Hazardous Substances on the Project Site given within 2 years preceding the date hereof, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Company will provide the City and the Trustee with copies of all material Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company’s business and in material compliance with all applicable Environmental Laws.

(f) The Company agrees to indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project or respecting any products or materials previously, now or thereafter located upon the Project, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except to the extent such release occurs as a result of any negligent omission or misconduct of the City or the Trustee), (ii) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project, or (B) any violation now existing or hereafter arising, or any other liability, under or in connection with, any applicable Environmental Laws relating to any products or materials previously, now or hereafter located upon the Project, regardless of whether such violation or alleged violation or other liability is asserted or

has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except to the extent such release occurs as a result of any act, negligent omission or misconduct of the City or the Trustee), (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Company's obligations under this **Section 10.9(f)** shall not apply to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of (i) work being performed at the Project by employees of the City, (ii) gross negligence or willful misconduct by the City or the Trustee, or (iii) breach of this Lease, the Performance Agreement, or the Bond Purchase Agreement by the City. The City shall cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This subsection (f) shall survive any termination of this Lease.

Section 10.10. Assurance of Performance. If reasonable grounds for insecurity arise with respect to the Company's performance of the Unassigned Rights, the City may demand in writing adequate assurances that the Company will perform the Unassigned Rights. The Company shall provide adequate assurance to the City of its intended performance within a reasonable time but in any event no more than 30 days after the Company's receipt of the City's demand. If reasonable in the circumstances, such adequate assurances may require the Company to provide security or a guarantee by a third party for the Company's performance of the Unassigned Rights.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase all or any portion of the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise or deemed exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project; plus

(d) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(e) the sum of \$10.00.

At its option, to be exercised at least 5 business days before the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) documents, including without limitation a special warranty deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreement on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease (none of which shall have been incurred by the City in breach of the provisions hereof); and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due under the Performance Agreement. The amount of the purchase price under this Section shall be an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Company has commenced such cure within said 60-day period, and (ii) the Company diligently prosecutes such cure to completion); or

(c) the Company: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) an Event of Default under the Performance Agreement, as defined in **Section 6.1** thereof.

Section 12.2. Remedies on Default.

(a) If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5** hereof:

(1) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(2) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof, and the City shall convey the Project in accordance with **Section 11.2** hereof.

(b) If the City prevails in any suit or other legal proceeding to enforce the provisions of this Lease, the Company shall (1) reimburse the City for the City's reasonable attorneys' fees and litigation and/or arbitration costs and expenses incurred by the City in connection with such suit or proceeding and (2) pay interest on any amounts owing to the City under this Lease at the highest rate permitted by law from the date such amounts were due until the date of payment.

Section 12.3. Survival of Obligations. Upon the Company's exercise of the purchase option contained in **Article XI** hereof or the conveyance of the Project by the City in accordance with **Section 11.2** hereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 60 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorney's fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or

elsewhere in this Lease to the contrary, however, the Company's option to re-purchase the property as provided in **Article XI** above shall not be terminated upon an Event of Default.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but shall not be obliged to except as otherwise provided in the Indenture, exercise any or all of the rights of the City under this Article, upon notice as required of the City. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign this Lease or any interest herein or part hereof for any lawful purpose under the Act.

(b) With respect to any such assignment, the Company shall comply with the following conditions:

(i) The Company shall notify the City of the assignment in writing;

(ii) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(iii) Such assignment shall include the entire then unexpired term of this Lease; and

(iv) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease, the Performance Agreement or any agreement related to the issuance of the Bonds.

(d) The Company may sublet in whole or in part the Project Site and/or the Project Improvements to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(b)** hereof, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the written consent of all of the Bondowners.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (i) mailed by registered or certified mail, postage prepaid, or (ii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City:

City of Arnold, Missouri
2101 Jeffco Boulevard
Arnold, Missouri 63010
ATTN: City Administrator

with copies to:

Robert K. Sweeney, LLC
P.O. Box 20
503 Main Street
Hillsboro, Missouri 63050
ATTN: Robert K. Sweeney

and:

Gilmore & Bell, P.C.
211 N. Broadway, Suite 2350
St. Louis, Missouri 63102
ATTN: Mark D. Grimm

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department

(c) To the Company:

Metal Container Corporation
c/o Anheuser-Busch Companies
One Busch Place
St. Louis, Missouri 63118
ATTN: Greg Schwarztrauber

with a copy to:

Anheuser-Busch Companies
One Busch Place
St. Louis, Missouri 63118
ATTN: Thomas Larson

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF ARNOLD, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

[Lease Agreement]

METAL CONTAINER CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT SITE

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the approximately 88,000 square-foot bottling facility to be constructed on the Project Site, to the extent paid for in whole with Bond proceeds.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF OCTOBER 1, 2015, BETWEEN THE CITY OF ARNOLD, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF OCTOBER 1, 2015, BETWEEN THE CITY OF ARNOLD, MISSOURI, AND METAL CONTAINER CORPORATION

The undersigned Authorized Company Representatives hereby state and certify that:

1. A total of \$_____ is requested to pay for Project Costs (as defined in the Indenture) (which may include reimbursement to the Company for payments made by it). The total amount of this requisition and all prior requisitions are as follows:

<u>Date of Project Costs</u>	<u>Amount Submitted in this Requisition</u>	<u>Requisitions Submitted to Date (Including this Requisition)</u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Set forth on **Schedule 2** hereto is a description of the Project Equipment acquired, which is being paid for in whole with Bond proceeds pursuant to this Requisition Certificate.

4. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase and construction of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

5. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid,

might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

METAL CONTAINER CORPORATION

By: _____
Authorized Company Representative

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20__.

CITY OF ARNOLD, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

SCHEDULE 2 TO REQUISITION CERTIFICATE

PROJECT EQUIPMENT

Item (Description)

Serial or Identification Number

\$150,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF ARNOLD, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(METAL CONTAINER CORPORATION PROJECT)
SERIES 2015

Dated as of October 1, 2015

BOND PURCHASE AGREEMENT

Honorable Mayor
and City Council
City of Arnold, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Metal Container Corporation, a Delaware corporation (the "Purchaser"), offers to purchase from the City of Arnold, Missouri (the "City"), the above-referenced bonds (the "Bonds"), to be issued by the City under and pursuant to an Ordinance adopted by the governing body of the City on October 1, 2015 (the "Ordinance") and a Trust Indenture dated as of October 1, 2015 (the "Indenture") by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a third-class city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution, the laws of the State of Missouri, and the ordinances and resolutions of the City, and all necessary action has been taken to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Lease Agreement dated as of October 1, 2015 (the "Lease") by and between the City and the Purchaser, the Performance Agreement dated as of October 1, 2015 (the "Performance Agreement") by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of acquiring, constructing and equipping the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City's knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations

represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture, the Performance Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized to transact business and is in good standing in the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Documents Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such parties as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$150,000,000.

As used herein, the term "Closing Date" shall mean October 19, 2015, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs spent by the Purchaser from its own funds on or before the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$150,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Lease, the Performance Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened against the Purchaser which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of Arnold, Missouri
2101 Jeffco Boulevard
Arnold, Missouri 63010
ATTN: City Administrator

with copies to:

Robert K. Sweeney, LLC
P.O. Box 20
503 Main Street
Hillsboro, Missouri 63050
ATTN: Robert K. Sweeney

and:

Gilmore & Bell, P.C.
211 N. Broadway, Suite 2350
St. Louis, Missouri 63102
ATTN: Mark D. Grimm

(b) To the Trustee:

UMB Bank, N.A.
2 S. Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department

(c) To the Purchaser:

Metal Container Corporation
c/o Anheuser-Busch Companies
One Busch Place
St. Louis, Missouri 63118
ATTN: Greg Schwarztrauber

with a copy to:

Anheuser-Busch Companies
One Busch Place
St. Louis, Missouri 63118
ATTN: Thomas Larson

SECTION 8. APPLICABLE LAW

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri.

SECTION 9. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank.]

Very truly yours,

METAL CONTAINER CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DATE OF EXECUTION: October 19, 2015

[Bond Purchase Agreement]

Accepted and Agreed to this 19th day of October, 2015.

CITY OF ARNOLD, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

[Bond Purchase Agreement]

PERFORMANCE AGREEMENT

Dated as of October 1, 2015

BETWEEN THE

CITY OF ARNOLD, MISSOURI

AND

METAL CONTAINER CORPORATION

EXHIBIT D

BOND PURCHASE AGREEMENT

EXHIBIT C
FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

Not to Exceed
\$150,000,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF ARNOLD, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(METAL CONTAINER CORPORATION PROJECT)
SERIES 2015

Interest Rate

4.50%

Maturity Date

December 1, 2036

Dated Date

October 19, 2015

OWNER:

MAXIMUM PRINCIPAL AMOUNT:

**ONE HUNDRED FIFTY MILLION
DOLLARS**

THE CITY OF ARNOLD, MISSOURI, a third-class city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2015, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Arnold, Missouri, Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015,” in the maximum aggregate principal amount of \$150,000,000 (the “Bonds”), to be issued for the purpose of constructing an 88,000 square foot bottling facility to be used for manufacturing and warehousing purposes (collectively, the “Project Improvements”) on certain real property located within the City (the “Project Site”), and equipping the Project Site and the Project Improvements with certain personal property (the “Project Equipment”). The City will lease the Project Site, the Project Improvements and the Project Equipment (collectively, the “Project”) to Metal Container Corporation, a Delaware corporation (the “Company”), under the terms of a Lease Agreement dated as of October 1, 2015 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the governing body of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of October 1, 2015 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., St. Louis, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Arnold, Missouri, Bond Fund -- Metal Container Corporation."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$150,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, City of Arnold, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF ARNOLD, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Metal Container Corporation Project), Series 2015, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

Date

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept by the Trustee
for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR 240.17
Ad-15))

By _____
Title: _____

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Arnold, Missouri
2101 Jeffco Boulevard
St. Louis, Missouri 63105
ATTN: City Clerk

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department

Re: \$150,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015 of City of Arnold, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of October 1, 2015 (the "Indenture"), between the City of Arnold, Missouri (the "City") and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Metal Container Corporation, a Delaware corporation (the "Company"), under a Lease Agreement dated as of October 1, 2015 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The undersigned understands that (a) the Bonds and the interest thereon are special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City, (b) the Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in the Indenture, (c) the Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or related political subdivision thereof shall be liable thereon, and (d) the Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

3. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward its distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The undersigned is the lessee under the Lease or (a) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (b) any general business corporation or enterprise with total assets in excess of \$100,000,000.

5. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Company and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

6. The Company has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested. [*Delete Paragraph 6 if Company is the Purchaser of the Bonds.*]

7. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds. [*Delete previous sentence if Company is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

**CITY OF ARNOLD, MISSOURI,
As Lessor,**

AND

**METAL CONTAINER CORPORATION,
As Lessee**

LEASE AGREEMENT

Dated as of October 1, 2015

Relating to:

**\$150,000,000
(Aggregate Maximum Principal Amount)
City of Arnold, Missouri
Taxable Industrial Revenue Bonds
(Metal Container Corporation Project)
Series 2015**

Certain rights of the City of Arnold, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., St. Louis, Missouri, as Trustee under the Trust Indenture dated as of October 1, 2015, between the City and the Trustee.

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- Exhibit A - Project Site
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PERFORMANCE AGREEMENT

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of October 1, 2015, as from time to time amended and supplemented in accordance with the provisions hereof (this "Agreement"), between the **CITY OF ARNOLD, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the "City"), and **METAL CONTAINER CORPORATION**, a Delaware corporation (the "Company").

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on October 1, 2015, authorizing the City to issue its Taxable Industrial Revenue Bonds (Metal Container Corporation Project), Series 2015, in the maximum principal amount of \$150,000,000 (the "Bonds"), for the purpose of constructing an approximately 88,000 square foot bottling facility (the "Project Improvements," as more fully described on **Exhibit B** hereto) to be constructed on a portion of the real estate located at 42 Tenbrook Industrial Park in the City (the "Project Site," as more fully described on **Exhibit A** hereto), and equipping the Project Site and Project Improvements with certain personal property (the "Project Equipment").

3. The Ordinance authorizes the City to lease the Project Site, the Project Improvements and the Project Equipment (collectively, the "Project") to the Company pursuant to a Lease Agreement to be entered into by and between the City and the Company (the "Lease"). Pursuant to the Lease, the City, as lessor, will purchase, construct and equip, or will cause the Company to purchase, construct and equip, the Project and will lease the Project to the Company, as lessee.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to cause the purchase, construction and equipping of the Project as more fully described in the Lease upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Performance Agreement dated as of October 1, 2015, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Assessor” means the Department of County Assessor of Jefferson County, Missouri.

“Collector” means the Collector of Revenue of Jefferson County, Missouri.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504** of the Indenture, which shall be deemed executed and filed if not actually executed and filed by December 31, 2016, except as otherwise provided in **Section 4.5** of the Lease.

“County” means Jefferson County, Missouri.

“Event of Default” means any Event of Default as provided in **Section 6.1** hereof.

“Job” means a full-time equivalent position with the Company or another subsidiary of Anheuser-Busch Companies of not less than 35 hours per week in the City, which shall include then-prevailing full-time employee benefits offered by the Company or such subsidiary. Positions filled by workers who are not directly employed by the Company or such subsidiary do not qualify as “Jobs” for purposes of this definition.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article III** hereof.

“Project” means, collectively, the Project Site, the Project Improvements and the Project Equipment as they may at any time exist.

“Project Costs” means all costs of acquiring, purchasing, constructing, equipping and installing the Project.

“Project Equipment” means all items of equipment or other personal property acquired by the Completion Date for installation in the Project Improvements or elsewhere on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from the proceeds of Bonds.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” means the real estate described in **Exhibit A** hereto.

“Test Date” means September 30 of each year, beginning on September 30, 2016.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City intends to issue the Bonds under the Act for the purpose of paying a portion of the Project Costs. In connection with the issuance of the Bonds, the City will acquire title to the Project from the Company.

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption. The City expects the Project Site and the Project Improvements to be exempt from ad valorem taxes so long as the City owns title thereto. The City expects the Project Equipment to be exempt from ad valorem taxes from and after January 1 of the year following the City's acquisition thereof and continuing so long as the City owns title thereto.

Section 3.2. Payments in Lieu of Taxes.

(a) The Company covenants and agrees that, during each year the Project is exempt from ad valorem real and personal property taxes by reason of the City's ownership thereof, the Company will make PILOT Payments in such amounts and at such times set forth in this **Article III**.

(b) The Assessor will, until this Agreement is terminated, determine an assessed valuation with respect to the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as amended, as if title to the Project were in the name of the Company and not the City. Such assessment shall be performed as of January 1 of each year. To facilitate the assessment, the Company agrees to provide to the Assessor each year, by the same date on which property declarations are required by law to be made, a report that includes the following information:

- (1) a list of the Project Equipment and the value thereof, in form and content consistent with the personal property declarations that the Company makes with respect to any personal property located at the Project Site;
- (2) a list of Project Improvements made during the calendar year; and
- (3) such other information as the Assessor may reasonably require to complete the assessment of the Project Equipment.

The itemization shall be consistent with the information provided to the City and the Trustee under **Section 4.2** of the Lease, and shall be of sufficient specificity so as to enable the City and County officials (including the Assessor) to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company).

(c) The Assessor shall notify the City and the Company of the assessed valuation in writing on or about the same date on which the Assessor notifies other County taxpayers of the assessed valuation of their property. The Company shall notify the Assessor and the City if the Company has not received such notice by July 1.

(d) On or about the same date on which the Collector notifies taxpayers of taxes due under Missouri law, the Collector shall notify the Company and the City of the amount of PILOT Payments due hereunder. The Company shall notify the Assessor and the City if the Company has not received such notice by December 1. Except as otherwise provided in **Sections 3.3** and **3.6** hereof, the PILOT Payments shall be, for each of the calendar years 2015-2036, an amount equal to the sum of (A) 100% of the real property taxes that would have otherwise been payable with respect to the Project Site (land only), but for the City's ownership thereof and (B) 100% of all other taxes on assets located on the Project Site that would otherwise have been payable but for the City's ownership thereof and the costs of which were not deemed to have been paid by means of disbursements from the proceeds of the Bonds.

(e) If this Agreement is terminated due to any Event of Default under **Section 6.1** hereof, the Company shall pay a PILOT Payment in an amount equal to 100% of the real and personal property taxes that would have otherwise been payable with respect to the Project during the year of termination, but for the City's ownership thereof.

(f) No later than December 31, 2036, the Company shall exercise its option pursuant to **Section 11.1** of the Lease to purchase the Project. If title to the Project has not been transferred by the City to the Company before the earlier of (1) January 1, 2037 or (2) the expiration of the term of this Agreement, then on December 31 of such year and on December 31 of each year thereafter until title to the Project is transferred to the Company, the Company shall pay to the County Treasurer a PILOT Payment equal to 100% of the real and personal property taxes that would have otherwise been payable with respect to the Project but for the City's ownership thereof.

(g) Each PILOT Payment shall be payable to the County Treasurer. The Company covenants and agrees to make such PILOT Payments on or before December 31 of each year during the term of this Agreement. The Company's failure to receive notices under (c) or (d) of this Section does not relieve the Company of its obligation to make the applicable PILOT Payments by December 31 as provided herein.

(h) Within 30 days after receipt of each PILOT Payment, the County Treasurer shall, after deducting the customary fees for assessment and collection, divide each PILOT Payment among the taxing jurisdictions in proportion to the amount of the then-current ad valorem tax levy of each taxing jurisdiction.

Section 3.3. Adjustment of PILOT Payments for Failure to Maintain Jobs.

(a) On or before November 15 of each year, beginning on November 15, 2016, the Company shall file with the City the certificate described in **Section 3.3(c)** hereof as to the number of Jobs maintained during the 90-day period ending on the Test Date for such year. The City will calculate the Additional PILOT Payment, if any, required to be made for such year based on the formula below if the number of Jobs is between 220 and 244, inclusive:

$$\text{P.P.} \quad \times \quad \frac{245 - \text{A.J.}}{245} = \text{Additional PILOT Payment}$$

P.P. = Property taxes on Project Improvements and Project Equipment that would have otherwise been payable but for the City's ownership thereof

A.J. = Highest number of Jobs during the 90-day period ending on the Test Date; A.J. shall be deemed to be 220 if the actual number of Jobs is less than 220

No calculation is required by the City, and no Additional Payment is due by the Company, if the number of Jobs is at least 245.

(b) If with respect to any year, the Company is required to pay an Additional PILOT Payment pursuant to **Section 3.3(a)** hereof, it shall make such payment on or before December 31 of such year; provided, in no event shall the sum of the Additional PILOT Payment calculated above and the PILOT Payment pursuant to **Section 3.2** hereof exceed 100% of the property taxes that would have otherwise been payable on the Project, but for the City's ownership thereof, for the given year.

(c) To evidence compliance with this Section, the Company shall file with the City, on or before November 15 following each Test Date and continuing on each November 15 thereafter while this Agreement remains in effect an executed copy of the Chapter 100 Annual Compliance Form in substantially the form attached hereto as **Exhibit C**. The City shall monitor the Jobs requirement on behalf of the Collector and shall promptly notify the Collector if any Additional PILOT Payments are due and the amount of such Additional PILOT Payment. The Company shall also promptly provide to the City such supporting documentation as it may reasonably request to verify the number of Jobs.

(d) Notwithstanding the foregoing or the provisions of **Section 3.6**, upon certification by the Company that unforeseeable business conditions have caused the Company to employ fewer Jobs than projected at the time this Agreement was executed, the City Council may waive the Additional PILOT Payment, or any portion thereof, or the consequences of **Section 3.6** hereof.

Section 3.4. Obligation to Effect Tax Abatement. The City shall, at the Company's request and at the Company's expense, take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein, and the City shall not be required to file or participate in any litigation to effect the exemption. The City covenants that it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem taxes on the Project. If such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, cooperate with the Company in all reasonable ways to prevent and/or remove any levy or assessment against the Project.

Section 3.5. Other Property Taxes in Connection with the Project; Credits. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement

shall be credited against and reduced by the amount of ad valorem tax payments paid by the Company and received by the County Treasurer. The Company shall be responsible for any taxes related to any interest in the Project that the Company owns in its own name or granted to the Company other than pursuant to the Lease. Notwithstanding **Section 4.6** hereof, there shall be no reduction in PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Company's acquisition of construction materials for real property improvements or equipment at the Project Site.

Section 3.6. Cessation of Operations. If for any reason the Company permanently ceases operations at 42 Tenbrook Industrial Park (which shall be deemed to have occurred if there are fewer than 220 Jobs at 42 Tenbrook Industrial Park for a period of three consecutive months) and the Company fails to exercise its option to purchase the Project within 90 days after such cessation of operations, the Company shall make a PILOT Payment to the County Treasurer (to be distributed as provided in **Section 3.2**) equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project was not owned by the City. Such payment shall be made on or before December 31 in the year in which the Company ceases operations and on each December 31 thereafter for each year in which the Project is, on January 1 of such year, still titled in the name of the City, and the Company has ceased operations. "Permanently ceases operations" shall not include a period of time where the Project is damaged or destroyed by fire or any other casualty and the Company is taking action to repair, restore, replace or rebuild the Project.

Section 3.7. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

Section 3.8. Company's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest in the name of the City and/or the Company, as appropriate, any property tax valuation, assessment or classification of the Project Site or any personal property thereon.

Section 3.9. Additional Personal Property. The Company may acquire additional personal property on its own accord and such personal property need not be financed with the proceeds of the Bonds and shall not be subject to the terms of this Agreement; provided, however, any such personal property shall be subject to ad valorem taxes.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

Section 4.1. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and its duly authorized agents may at reasonable times (during business hours but without disruption to the business), subject to at least two (2) Business Days' advance written notice and in observance of the Company's usual business proprietary, safety, confidentiality and security requirements, enter upon the Project Site to examine and inspect the Project to confirm compliance with this Agreement.

Section 4.2. Representations and Warranties.

(a) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in and is in good standing under the laws of the State of Missouri.

(2) The Company has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action, and does not violate the articles of incorporation or the bylaws of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of the Company's knowledge, threatened or affecting the Company that would impair its ability to enter into or perform its obligations under this Agreement.

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to purchase, construct, equip, complete and operate the Project.

(6) To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

(7) The Project will be purchased and operated by the Company in a manner that is consistent with the description of the Project herein and in the Lease.

(b) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a third-class city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement has been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of the City's knowledge, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

Section 4.3. Survival of Covenants. All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.

Section 4.4. Indemnification of City; Insurance.

(a) The Company shall indemnify and defend the City in accordance with **Section 10.5** of the Lease to the extent and subject to the limitations provided therein.

(b) The Company agrees to obtain and maintain the insurance required by **Article VII** of the Lease insuring and protecting the City from liabilities as provided in the Lease.

Section 4.5. Costs of Issuance of the Bonds; Payment to City. The Company agrees to pay or provide for the payment of, on the issuance date of the Bonds, all costs of issuance incurred in connection therewith. If this Agreement is terminated prior to the payment in full of the Bonds or the expiration of the Lease Term or the rights and interests of the Company under this Agreement are assigned pursuant to **Article V** hereof, the Company shall pay any costs of the City reasonably incurred in connection therewith, including the City's legal fees and bond counsel fees.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in **Section 13.1** of the Lease.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payment required to be paid hereunder within 10 business days after written notice and demand given by the City to the Company;

(b) the Company fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure, or if such failure is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice is given and fails to pursue such action diligently;

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice is given and fails to pursue such action diligently;

(d) the Company fails to invest at least \$150,000,000 on Project Costs by the Completion Date; or

(e) the Company permanently ceases operations under **Section 3.6** hereof.

Section 6.2. Remedies on Default. As provided in the Lease, any Event of Default referred to in **Section 6.1** hereof shall also constitute an Event of Default under the Lease, affording City the remedies specified therein. If the City prevails in any suit or other legal proceeding to enforce the provisions of this Agreement, the Company shall reimburse the City for the City's reasonable attorneys' fees and litigation and/or arbitration costs and expenses incurred by the City in connection with such suit or proceeding.

Section 6.3. Interest on Late Payments. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate of 18% per annum from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments.

ARTICLE VII

TERM OF AGREEMENT

Section 7.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;

(b) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement; or

(c) the expiration of the Lease Term set forth in **Section 3.2** of the Lease.

Section 7.2. Payments in Last Year. The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payment owing during the year in which the Bonds are paid, to the extent the Company receives the ad valorem tax exemption contemplated for that year.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Mutual Assistance. The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 8.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby. If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid taxes in an amount at least equal to the PILOT Payments due under this Agreement.

Section 8.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.7. Entire Agreement. This Agreement, together with the Lease, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof. This Agreement shall not be modified except by written agreement signed on behalf of the City and the Company by their duly authorized representatives.

Section 8.8. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.9. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such

business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavit, in substantially the form attached hereto as **Exhibit D**, and documentation to the City upon the issuance of the Bonds and on or before November 15 of each year thereafter during the term of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF ARNOLD, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

METAL CONTAINER CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

JOINDER

The Department of the County Assessor of Jefferson County, Missouri hereby joins in the foregoing Performance Agreement to the extent required to perform the obligations assigned to it pursuant to **Article III** thereof.

**DEPARTMENT OF THE COUNTY
ASSESSOR OF JEFFERSON COUNTY,
MISSOURI**

By: _____
Terry L. Roesch, County Assessor

EXHIBIT A
PROJECT SITE

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the construction of an approximately 88,000 square foot bottling facility located at 42 Tenbrook Industrial Park in the City, to the extent paid for in whole with Bond proceeds.

EXHIBIT C

CHAPTER 100 ANNUAL COMPLIANCE REPORT

To be filed on or before November 15 of each year during the term of the Lease

Business Name METAL CONTAINER CORPORATION	MO. Tax I.D. Number
Address, City, State, Zip Code 42 Tenbrook Industrial Park, Arnold, Missouri 63010	Federal Employer I.D. Number (FEIN)
Highest number of Jobs during the 90 day period ending on Test Date	“Test Date” (during the Reporting Period)
Report Due	Additional PILOT Payment Due

The undersigned, duly authorized representative of Metal Container Corporation, hereby states and certifies that the information set forth in this report is true and correct.

Authorized Signature	Date
Contact Name	Phone Number

For questions, please contact Deborah Lewis at (636) 282-6665 or email at dlewis@arnoldmo.org.

Please send form to:

City of Arnold, Missouri
2101 Jeffco Boulevard
Arnold, Missouri 63010
ATTN: Finance Director
Email: dlewis@arnoldmo.org

EXHIBIT D

COMPANY'S AFFIDAVIT

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Metal Container Corporation, a Delaware corporation (the "Company"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with the acquisition and construction of a project located at 42 Tenbrook Industrial Park in the City of Arnold, Missouri.

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Further Affiant Sayeth Not.

METAL CONTAINER CORPORATION

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires on: _____

CITY OF ARNOLD CITY COUNCIL, OCTOBER 1, 2015 MEETING

TO: THE MAYOR AND CITY COUNCIL
FROM: MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 2015-17, FOXWOOD ESTATES, PRELIMINARY PLAT, PLANNING COMMISSION ACTION
DATE: SEPTEMBER 14, 2015
CC:

Request

Rodney G'Sell, G'Sell Homes, has submitted for approval of a preliminary plat for 39 lots. The lot sizes range from 8,775 to 22,766 square feet. The bulk of the lots are 8,775 to 9,085 square feet. Attached is the application, correspondence between Govero and Staff, plans and aerial of the site.

Summary of Planning Commission September 8, 2015 meeting

The Planning Commission held a public hearing and considered this request at their September 8, 2015 meeting (minutes attached). Five people spoke during the public hearing, three being adjacent property owners who positively responded about the development but had questions about further blasting, Starlight Drive settling, and a drive way being repaired. Dan Govero, representing the applicant, gave an overview of the project and Paul Freese, Ward 3 Councilman, spoke to storm water, the hillside behind Lots 1-12 and Starlight Drive.

During the regular meeting information was presented about the different developments of G'Sell Development and the type of homes built. There was discussion about blasting (will use a chipper), Starlight Drive, the engineered wall, lot sizes and frontage, and water runoff. After discussion, a motion was made and seconded to approve the preliminary plat with the findings and amended conditions. The vote resulted in a 4-4 tie. The Planning Commission was advised to tell the applicant their concerns so they could be addressed. Concerns cited were the hillside behind lots 1-12, the sinking Starlight Drive, and lot frontages. After discussion a motion was made and seconded to deny the application. The vote was 3 to deny the preliminary plat and 5 not to deny the preliminary plat.

As a result, the Planning Commission has no recommendation of approval or denial. Staff is forwarding this report in the affirmative based on our initial recommendation of approval with the findings and conditions listed at the end of this report; Starlight Drive is not sinking due to the development; the hillside behind lots 1-12 is engineered; it has been indicated chipping will be used

instead of blasting; precedence has been set for the variance to the lot frontages with past approved preliminary plats; and the neighbors that spoke at the public hearing were not against the proposal.

Analysis

This property has been reviewed by the City for the last twelve years with four different preliminary plats and a rezoning from R-4 to R-5. Site work was started and then stopped in approximately 2006 and vegetation has been established on the site.

We have reviewed the current preliminary plat and have the following comments.

The last preliminary plat was approved prior to our newest storm water quality and detention regulations. This plat must comply with our most recent regulations. Upon final approval of the plat, the storm water quality and detention plans will be provided for review of compliance with our current regulations. In addition, they will need to provide a detailed estimate for all subdivision improvements that will be secured in escrow for sidewalk, storm water, lights, signage etcetera. A separate grading escrow and permit will be needed, since there will be disturbance for storm improvement, excavation, some grading and in regard to each lot being constructed Per Subdivision Code Section 20.

A statement we have is if Herky Hill Top has an interest in the property, they must sign off on the plat.

Staff had concerns with the buildability of a few lots with the initial plat submitted. Since our first review comments were sent the revised plans show a reduction of lots from 45 to 39 lots thereby addressing the majority of our concerns. We still have concerns with how a home will fit on lots 35-38 due to the sanitary sewer in the back 1/3 of the property. They seem to be very small in area further restricting the space for building; however, it looks as though it can accommodate a 40X32 building foot print which is acceptable, but does not provide any additional room for additions such as a deck.

The applicant has increased the proposed side yard setback to 7 feet, still requiring a variance approval from the Board of Adjustment. The past plat approvals indicated a six foot side yard setback and Staff is more amenable to a seven foot side yard setback.

The previous development plan/project installed the engineered slope along the back of the lots that are adjacent to Starlight. In the previous improvement plans, there was a proposal for an easement or restriction as to not disturb or compromise the stability of this slope. This needs to be reflected on the new plans.

Staff is suggesting the 3.79 acres indicated as common ground be placed in a permanent open space easement to preserve the hillside and trees on the hillside. The applicants have agreed to this request.

FYI The plans need a licensed engineer's seal and signature.

The suitability of some of the lots for construction was questioned and the applicant has indicated the homes will be split levels on the lots.

There were agreements with the previous developers of the property that is attached to the Staff report. In going through the agreement, there are items that have been addressed and are no longer applicable ("x" out), others that must be addressed with a new storm water quality and detention (circled) and one that could apply (boxed and see comment under Storm Water offsite). In addition, the ordinance approving the preliminary plat contained a condition that \$60,000 would be deposited with the City for a sidewalk contribution instead of building a sidewalk along this stretch of Tenbrook Road due to steep grades and the amount of disturbance needed to construct a sidewalk.

Storm Water and detention on site: The existing systems were designed and constructed under old regulations. Proposed design and improvement plans must accommodate the required sizing criteria for water quality volume, channel protection volume and flood protection volume and fulfill all design requirements for storm drainage facilities as adopted in the new storm regulations; as if needed for a new development, this is not a redevelopment project.

Storm water offsite: Should the Planning Commission require any offsite improvements or contributions for storm water, staff suggested the following:

The developer's project engineer provides an evaluation of the storm volume that the Tenbrook Rd roadside ditch could accommodate. This should be based on the current project survey and USGS topo. The roadside ditch along Tenbrook should be improved within the City Right of way along the frontage of the project (from the intersection of the subdivision to the far south corner of the common ground) also the Tenbrook street culvert crossing resized, replaced or improved or as needed. Additionally, the detention basin discharge between the homes near 2929 Tenbrook should be reviewed for acceptability and improved if needed, as required for channel protection.

Other : If during the review of the improvement plans or in the field during inspections it becomes obvious repairs, adjustment, modification of existing streets, sight distance, storm water/other infrastructure is identified such deficiencies shall be corrected.

Subdivision Code Variances

FYI Two previous variance approvals were granted for the entrance location and street width. Based upon these approvals, the entrance and street were constructed.

The applicant is requesting a variance to the lot width frontage requirements that are based on the square foot of the lot. Our Subdivision Code specifies that lots containing 8,000-10,000 square feet must have a lot frontage of 70 feet; 10,000-15,000 square feet must have a 75 foot lot width and lots with 15,000 to ½ acre must of a lot width of 85 feet. The applicants are requesting a variance to the lot frontage requirements of lots 2-10, 14-21, 24-30, and 34-37.

Following is the criteria to review the variance:

1. The granting of the variance will not be detrimental to the public safety, health or welfare or injurious to other property or improvements in the neighborhood in which the property is located.
2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not applicable generally to other property.
3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out.
4. The variance will not in any manner vary the provisions of the Zoning Ordinance, Comprehensive Plan, or Major Street Plan.

Tree Preservation variance:

The applicant is requesting a variance to the Tree Preservation ordinance stating the site is already graded.

The applicant is requesting a variance to the Tree Preservation ordinance stating the site has already been graded. Staff has no real concerns with the request however, they must address the below criteria and ensure there will be no trees removed during the completion of the project, including the home construction. At a minimum, the trees indicated on the lots should be identified if they meet the size requirements and ensure they do not exceed the required amount needed to be saved. Below is the criteria listed in the Tree Preservation ordinance used to review the variance.

1. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property or improvements in the neighborhood in which the property is located.
2. The conditions upon which the request for a variance is based are unique to the property to which the variance is sought, and are not applicable generally to other property.
3. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the letter of these regulations are carried out..

Staff Recommendation

Our recommendation is for approvals of the preliminary plat based on the project being in compliance with the technical aspects of our codes with the below conditions and recommend approval requested variance based on the following findings:

Findings for Subdivision Variance:

1. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property or improvements in the neighborhood in which the property is located.

2. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out.
3. The variance will not in any manner vary the provisions of the Zoning Ordinance, Comprehensive Plan, or Subdivision Code.

Conditions

1. Submit storm water quality and detention for review and approval.
2. Receive approval from the Board of Adjustment for the seven foot side yard setback.
3. The trees indicated on the lots be identified if they meet the size requirements and ensure they do not exceed the required amount needed to be saved.
4. \$60,000 is deposited with the City for a sidewalk contribution instead of building a sidewalk along this stretch of Tenbrook Road due to steep grades and the amount of disturbance needed to construct a sidewalk.
5. The 3.79 acres indicated as common ground is placed in a permanent open space easement to preserve the hillside and trees on the hillside while providing for maintenance of the water quality/detention areas.
6. The variance to the lot frontage requirements of lots 2-10, 14-21, 24-30, and 34-37 are approved based on the findings listed above.
7. The developer project engineer provides an evaluation of the storm volume that the Tenbrook Rd roadside ditch could accommodate. This should be based on the current project survey and USGS topo. The roadside ditch along Tenbrook should be improved within the City Right of way along the frontage of the project (from the intersection of the subdivision to the far south corner of the common ground) also the Tenbrook street culvert crossing resized, replaced or improved or as needed. Additionally, the detention basin discharge between the homes near 2929 Tenbrook should be reviewed for acceptability and improved only if absolutely needed, as required for channel protection.
8. If during the review of the improvement plans or in the field during inspections it becomes obvious repairs, adjustment, modification of existing streets, sight distance, storm water/other infrastructure is identified such deficiencies shall be corrected.
9. The driveway at 2922 Tenbrook Rd. is repaired or replaced due to damage from the construction of the improvements at this location.

**AN ORDINANCE APPROVING A NEW PRELIMINARY PLAT TITLED
FOXWOOD ESTATES**

WHEREAS, the Planning Commission of the City of Arnold has reviewed a proposed preliminary plat and has submitted a report with findings and conditions of said preliminary plat titled “Foxwood Estates” to the City Council; and

WHEREAS, the proper public hearings have been held, pursuant to City Ordinance and the laws of the State of Missouri, and

WHEREAS, the Council of the City of Arnold is required to review the preliminary plat and consider its approval;

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

Section 1. The City of Arnold hereby accepts and approves the preliminary plat titled “Foxwood Estates.” Said development is located on a 14.98-acre tract of land located just off Tenbrook Road.

Section 2. The acceptance and approval of the preliminary plat for “Foxwood Estates” as presented to this City Council in no way relieves the developer of the responsibility of meeting the requirements of any other public or private entity having jurisdiction over such developments, or the requirements of the ordinances of the City of Arnold, Missouri.

Section 3. The acceptance and approval of “Foxwood Estates” as presented to this City Council is in no way an endorsement of said construction, development or layout, or an acceptance of any publicly dedicated improvements until said improvements have been properly inspected by the Community Development Department and accepted by the City Council as provided by ordinance.

Section 4. The preliminary plat identified as “Foxwood Estates” shall be valid for a period of two (2) years from the date of its approval.

Section 5. The preliminary plat identified as “Foxwood Estates” is subject to the findings and conditions outlined in the Staff report to the City Council dated September 14, 2015 and as follows:

Findings for Subdivision Variance:

1. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property or improvements in the neighborhood in which the property is located.
2. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out.
3. The variance will not in any manner vary the provisions of the Zoning Ordinance, Comprehensive Plan, or Subdivision Code.

Conditions

1. Submit storm water quality and detention for review and approval.
2. Receive approval from the Board of Adjustment for the seven foot side yard setback.
3. The trees indicated on the lots be identified if they meet the size requirements and ensure they do not exceed the required amount needed to be saved.

4. \$60,000 is deposited with the City for a sidewalk contribution instead of building a sidewalk along this stretch of Tenbrook Road due to steep grades and the amount of disturbance needed to construct a sidewalk.
5. The 3.79 acres indicated as common ground is placed in a permanent open space easement to preserve the hillside and trees on the hillside while providing for maintenance of the water quality/detention areas.
6. The variance to the lot frontage requirements of lots 2-10, 14-21, 24-30, and 34-37 are approved based on the findings listed above.
7. The developer project engineer provides an evaluation of the storm volume that the Tenbrook Rd roadside ditch could accommodate. This should be based on the current project survey and USGS topo. The roadside ditch along Tenbrook should be improved within the City Right of way along the frontage of the project (from the intersection of the subdivision to the far south corner of the common ground) also the Tenbrook street culvert crossing resized, replaced or improved or as needed. Additionally, the detention basin discharge between the homes near 2929 Tenbrook should be reviewed for acceptability and improved only if absolutely needed, as required for channel protection.
8. If during the review of the improvement plans or in the field during inspections it becomes obvious repairs, adjustment, modification of existing streets, sight distance, storm water/other infrastructure is identified such deficiencies shall be corrected.
9. The driveway at 2922 Tenbrook Rd. is repaired or replaced due to damage from the construction of the improvements at this location.

Section 6. General Development Conditions apply as follows:

- a. A grading permit is required prior to any grading on the site.
- b. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as rye, shall be utilized to retard erosion.
- c. The petitioner shall be responsible for obtaining all necessary permits and approvals from the Missouri Department of Natural Resources, Public Water Supply District No. 1, American Water and Rock Community Fire Protection District as they relate to the development of this tract of land.
- d. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas is prohibited in order to eliminate the conditions whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- e. Failure to comply with any or all the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City Departments or Commissions.

Section 7. The approval of the City Council under the hand and seal of the city shall be endorsed upon said plat.

Section 8. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

(SIGNATURES ON NEXT PAGE)

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF OCTOBER 2015.

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 K. Sweeney

September 16, 2015
Z:\CITYDOCS\ORDINANC\foxwoodpp1015DOC

Community Development Department
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010
636-282-2378
636-282-6677 Fax

9/8/15
mtg



PRELIMINARY PLAT APPLICATION

File Number 2015-17

Fee \$200 up to 10 lots, \$10.00 for each add. Lot-Paid 550 *401.8/5/15*

APPLICANT/CONTRACT PURCHASER

OWNER:

G'SELL HOMES (RODNEY)
Name

SAME
Name

6539 OLD Hwy 21
Address, City, State, Zip

Address, City, State, Zip

BARNHART MO 63012
Telephone Number

Telephone Number

636-942-3600 (314-575-1431 CP)
Facsimile Number

Facsimile Number

Foxwood Estates
TEN BROOK RD
Property Address (or nearest intersection)

R-5
Zoning of property

4539
Number of lots

Sanitary District

Water District

Fire District

Telephone Number

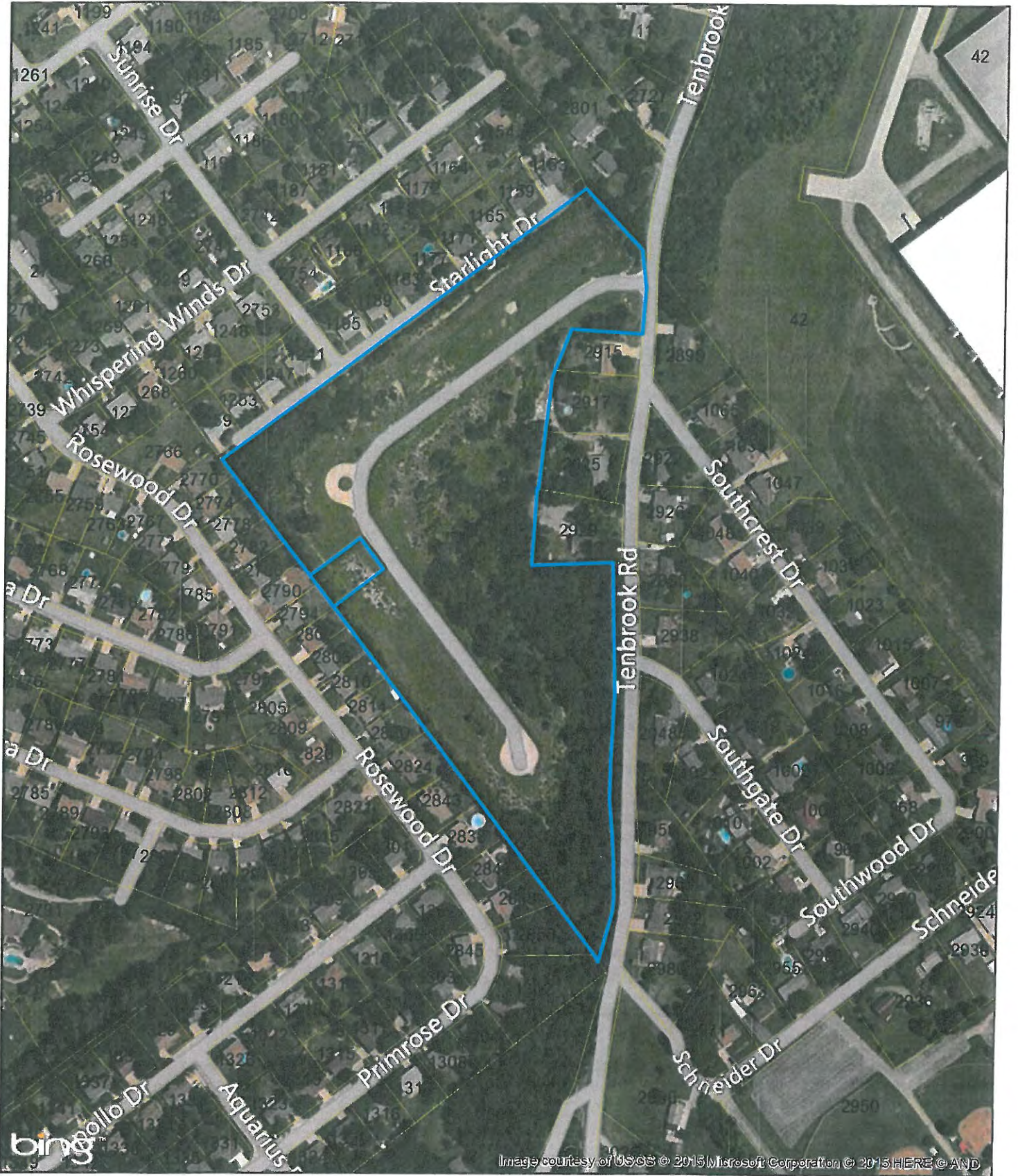
Telephone Number

Telephone Number

8/5/15
Date of application

Sept. 8, 2015
Meeting date targeting

[Signature]
Signature of applicant and or owner



Legend

Arnold_Parcels

An Agreement by Jackson Homes with the City of Arnold

Jackson Homes is the current developer of a piece of land on the west side of Tenbrook Road, south of the intersection with Arnold Tenbrook Road and more fully described as Lot One of Dickinson Acres follows:

Jackson Homes is currently constructing improvements to the site per an approved preliminary plat and improvement plans titled Foxwood Estates, said plat and plans are on file with the City. These approved documents require Jackson Homes to, among other things, provide for the following:

- Clean out the pipe running under Schneider Drive.
- Clean out the culvert running along Tenbrook Road from this site to Schneider Drive.
- Re-direct the pipe currently discharging out onto hillside to the detention basin.
 - Construct a retaining along northwest side of the site abutting Starlight Drive along with the fencing on top and landscaping.
- Clean out the detention basin of silt.
- Contribute to a Neighborhood Improvement District (NID) for the purpose of improving storm water in and around the subject property and specifically Southcrest/Southgate Drives directly across Tenbrook Road from this site.

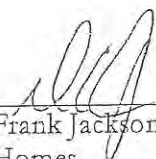
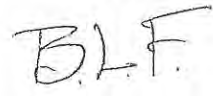
Jackson Homes is requesting approval of rezoning for this site by the City of Arnold. Considering the current condition of the site, the requested rezoning would create certain dangerous conditions and/or unhealthy conditions. In an effort to prevent these dangerous and/or unhealthy conditions from occurring, Jackson Homes agrees to make the following modifications to the site:

- Clean out the pipe running under Schneider Drive.
- Clean out the culvert running along Tenbrook Road from this site to Schneider Drive.

- Re-direct the pipe currently discharging out onto hillside to the detention basin.
- ~~Construct a retaining along northwest side of the site abutting Starlight Drive along with the fencing on top and landscaping.~~
- Clean out the detention basin of silt.
- Contribute \$1,200 per lot, for a total of \$52,800, to a Neighborhood Improvement District (NID) for the purpose of improving storm water in and around the subject property and specifically Southcrest/Southgate Drives directly across Tenbrook Road from this site.

The above-bullet pointed modifications will be completed no later than the ___ day of _____, 2008.

At the present time, completion of the modifications would, unless extraordinary circumstances occur, render the site acceptable to the rezoning request.

By: 
Frank Jackson, Jackson
Homes


GOVERO

Land Services

SURVEYING * ENGINEERING
5929 Old State Road
Imperial, MO 63052
(636) 464-9380

August 25, 2015

Mary Holden
Community Development Director
City of Arnold
2101 Jeffco Blvd
Arnold, MO 63010

RE: Foxwood Estates
JOB#: 90004-B

Dear Mary,

In response to the comments of your email dated August 20, 2015, please note the following:

After Sketch Plan review we have increased lot size to 65' minimum width and downsized from 45 lots to 39 lots.

1. Fire Department comments addressed.
2. Rodney G'Sell.
3. Added street lights to comply.
4. Asking for relief from tree preservation since site is already graded.
5. Lot 16 is now 14 and we will increase front set back.
6. We increased lot size and will use setbacks of 10% of width at a 7 foot minimum set back.
7. We increased lot sizes to a minimum of 65 foot width. Lots 2 thru 10, 14 thru 21, 24 thru 30, and 34 thru 37 will need a variance.
8. Sidewalk easements and sidewalks added.
9. Added 25 foot rear set back along Starlight Drive.
10. Stormwater revisions to be completed on final site plan which will address water quality.
11. Storm water easements shown and Lot 1 increased.
12. Notes changed to reflect American Water for sewer.
13. Yes we can accommodate that on the record plat.
14. We will seal revised plan.
15. Many of the lots will be split foyers and some will be ranch style. These conditions are common in Jefferson County and will not cause problems for construction.
16. Again, we are asking for a variance to 65 foot width and will use 7' side yards (see 7).
17. We will provide in final site development plan. It would be difficult since we do not know what additional things we must provide.

Mary Holden
August 25, 2015
Page 2

18. Entrance will be cleared of brush on our property.
19. Since revising lot width this has been resolved.
20. Sidewalk within the subdivision will be installed as the houses are built. We have no problem with sidewalk along Tenbrook at the entrance. The remaining property along Tenbrook is very steep and would not be suitable for sidewalks. We will dedicate right of way and provide a 10 foot sidewalk easement and contribute to the sidewalk fund (852 fee).
21. Removed cross hatched area.
22. We understand that new permits will be required.
23. See below.
24. Number of lots reduced.
25. Walls may be needed depending on which house on lot, but generally no walls.

Public Works

1. Items # 1, 2, and 3: We recognize that there is an existing problem with the culverts and the ditches along Tenbrook Road. Our basin will discharge less than original land and according to resident on Southgate Drive the detention basin as is helped the water flow and prevented flooding. This is in the area where new culverts and rip rap was completed.
4. We know rock has been blasted and we will deal with this as needed.
5. Again, we will discharge less than was existing.
6. We will evaluate in the site development plan.
7. We will provide storm water calculation and water quality in the final development plans.
8. The entrance to Foxwood Court was approved and is in place. These are standard entrances.
9. These grades and improvements are as built.
10. Items # 10, 11, 12, and 13: These will all be addressed in the final site plan.

Should you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,



Daniel L. Govero, PLS
President

DLG/dgc

Wp/ltrs/90004-B ltr1

Mary Holden

From: Mary Holden
Sent: Thursday, August 20, 2015 2:40 PM
To: 'Dan Govero'
Cc: 'Christie Hull-Bettale (chullbettale@arnoldmo.org)'; Derrick Redhead
Subject: RE: Foxwood comments

Dan

Mike with Public Water Supply District 1 has a problem with Lot 45 and sanitary line and water line location must be 10 feet from each other. Please call him at 636-296-0659

Mary P. Holden

Director of Community Development
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010
636-282-2378
mholden@arnoldmo.org



Please consider the environment before printing this email.

From: Mary Holden
Sent: Thursday, August 20, 2015 11:38 AM
To: 'Dan Govero'
Cc: 'Christie Hull-Bettale (chullbettale@arnoldmo.org)'; Derrick Redhead
Subject: Foxwood comments

Good Morning Dan,

I hope you are well on this nice cool Thursday. We (collectively) have reviewed the preliminary plans for Foxwood and below are initial comments. Please address the comments below and submit revised plans no later than 12:00 pm, Tuesday, September 1, 2015 (if not sooner). Please submit in two full sized plans and email a full set, 11" x 17", in "pdf" format. We would like the full sized on this date so Staff can review the plans a bit more easily and insure we do not miss anything at the 11"x17" size. As always, please call us with any questions about the comments. Also, additional comments may be generated based on new information received.

1. Rock Community Fire Protection District comments are attached to this email.
2. Has Herky Hill Top agreed to the plat?
3. Street lights are required every 300 feet. There appear to be a few but not at 300 foot intervals.
4. Provide a tree survey and compliance with the tree preservation ordinance is required.
Lots 16, 17, 28, 29, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45 have a small building area due to easements. They seem very tight awkward lots, and should be tweaked.
5. Lot 16 has a sewer easement in the front yard. Please increase the front yard setback to accommodate the easement.
6. The proposed six foot side yard setback will crowd this site and require the Board of Adjustment approval. Strongly consider reducing the number of lots to allow for eight foot side yard setbacks.
7. It appears all but three lots need a variance to the frontage requirement. Please specify the lots needing frontage variances.

8. Sidewalk easements and sidewalks are required on both sides of the subdivision street. Please indicate.
9. Reminder, lots 1-14 have twenty-five foot setbacks on the rear of the property due to abutting Starlight Drive. Please indicate.
10. Provide storm water plans.
11. Indicate all storm water easements throughout the subdivision, including lot 1.
12. FYI - American Water is the sanitary sewer provided. Please change the notes on the plans to reflect them as provider.
13. Prior approvals placed the steep hill side and the remainder of the site (treed hill side along Tenbrook) in a permanent open space easement. Is this being considered?
14. The prelim plans should have engineers seal. Per Subdivision Code Section 20
15. I question "the suitability of a lot or lots for their intended use due to such factors as rock formation, soil conditions, steepness of terrain, flood conditions, or other adverse physical conditions, the commission may, after adequate investigation, withhold approval of such lots until engineering studies are presented to the commission which establishes that the method proposed to meet any such condition is adequate to avoid danger to health, life, or lot improvements." Per Subdivision Code Section 42 item k. Are there reports of subsurface conditions, rock depth etc? These will restrict the use of the foundations, basements and homes, sizes, and ultimately the buildability of the lot. Please clarify showing each parcel will fulfill the minimum square footage for a single family is 1250SF.
16. The frontages are not met 70' width is required, 60' is provided along with 6' side yard (side yard, 10% of frontage is acceptable)
17. Provide a detailed estimate for all subdivision improvements that will be secured in escrow sidewalk, storm water, lights, signage etcetera. A separate grading escrow and permit will be needed, since there will be disturbance for storm improvement, excavation, some grading and in regard to each lot being constructed. Per Subdivision Code Section 20
18. I have concern with intersection sight distance at the entrance; due to vegetation over growth. Provide clarification in that regard Per Subdivision Code Section 45 v.
19. Frontage along the right of way line should be 36' on curved front lots Lot 14, does not fulfill this requirement. Per Subdivision Code Section 42 h
20. At the time street improvements are installed, the right-of-way adjacent to the surfaced portion of the street shall be graded to allow for future construction of sidewalks on both sides of all streets. Such grading shall conform to City specifications and shall be required improvements unless a specific variance is granted. A variance from the requirement for sidewalk grading may be granted by the planning commission where sidewalks are not deemed necessary for public safety, or where topographical or other conditions would make their future installation and use impractical. Per Subdivision Code Section 51. This grading improvement was not completed for the portion of the land that fronts along Tenbrook Road; however there are not paving improvements planned for this location. The commission may see it fit to provide variance, but require right of way dedication and sidewalk easement at this time, should there be road way improvements be planned in the future.
21. On page 2 of 3, What is the cross hatched area at the entrance of the subdivision next to Lot 1?
22. Even though this parcel has been previously permitted. New grading permit/escrow and improvement plan permit will be required.
23. Public Works comments address the storm water concerns both onsite and offsite thoroughly.
24. If they needed to keep high number of lots, they might consider a CUP and the inclusion of a few attached dwellings. It may be an easier route than going for two variances.
25. Will retaining walls be utilized to either build homes or to create level grade yards?

See below Ed Blattner, Public Works Director, comments sent earlier:
Our preliminary comments are as follows but not in necessarily a priority order.

1. The ditch lines along Tenbrook Road adjacent to the properties are undersized and need regular clean out of deposited debris. The ditches overflow frequently.
2. Cross Tenbrook Road culverts are undersized and need likely replacement.

3. Public Works some years ago has undertaken some rock rip rap channel improvement work in the Southgate/Southcrest area which has helped erosion concerns and requires maintenance but does not necessarily handle all the existing drainage area directed to it.
4. We know the proposed development property has bed rock issues and likely will be an issue with any type of improvements resulting in excavation.
5. A review/study of the existing drainage patterns affecting downstream properties is needed as well as the developed property runoff with review of the proposed shown storm water detention.
6. A zero increase in storm water flow discharge from the site should be considered from existing flow conditions. Additional detention basins may be required to limit storm water runoff from the site.
7. Because of the proposed dense development and resulting differential storm water flow issues, the public works department would recommend that a preliminary storm water report and drainage plan for the site be submitted for review from Govero Land Surveying and Engineering, so we can undertake a detailed analysis of the proposed storm water detention for Water Quality Treatment, Runoff Volume Reduction, Channel Protection Storage, and Peak Flood Detention storage.
8. Consideration should be given to widen the Foxwood Court approach to Tenbrook Road within the proposed 15 feet of road way dedication as shown.
9. We question the proposed grading plan in terms of the existing grade conditions of the site which are not the original grades as the site was developed with the street constructed. We presume the street remains as it exists today. Clarification please.
10. The total offsite drainage area from the Starlight Drive needs to be reviewed since it is also discharged into the Tenbrook Road swale as the proposed site plan shows. This drainage contributes to the overflow in the ditch line along Tenbrook Road.
11. The existing terminating cul-de-sac appears from our visual observation to have a low spot short of the existing DCI. The street curb line needs to be checked for proper drainage flow.
12. The storm sewer discharge from the DCI adjacent to lot 27 should be reviewed in terms of having another detention basin to control discharge flow.
13. More information needs to be provided concerning the existing detention basin discharge that flows between the existing homes along 2929 Tenbrook Road.
14. It may be advisable to have a meeting with Govero and the developer to discuss the project site prior to presenting to the planning and zoning commission.
15. Further comments may be forthcoming upon the receipt of additional plan information or additional discussions/review.

Please call with any questions.

Thanks Dan.

Mary P. Holden

Director of Community Development

City of Arnold

2101 Jeffco Blvd.

Arnold, MO 63010

636-282-2378

mholden@arnoldmo.org

MINUTES**PUBLIC HEARING**

The public hearing of the Arnold Planning Commission was called to order by Acting Chairman Frank Kutilek at 7:00 p.m. Mr. Kutilek informed those in attendance as to the procedures by which the public hearing would be conducted.

2015-17: FOXWOOD ESTATES, PRELIMINARY PLAT, TENBROOK ROAD: Dan Govero, Govero Land Services representing Rodney G'Sell, G'Sell Homes, presented the plan for a 39 lot subdivision. Mr. Govero explained that this subdivision was previously approved therefore, the streets are in, sewers are in, storm sewers are in and it is graded so they want to utilize what is there. He addressed the detention basin with regard to past storm water issues.

Bryan Crawford, 1165 Starlight Dr., has no problem with development going in but did report that there is settling of the road on Starlight Drive.

Paul Freese, Ward 3 Councilman, commented that this project has been going on a long time and there are still issues to address on Starlight as well as Six Roads South. He is glad they have addressed the detention and storm water issues. He is concerned about the cliff (slope) and would like to see a geotechnical study done to make sure it is safe.

Rebecca Arnold, 2922 Tenbrook, excited to see something happening on this site. She stated for the record that her driveway was supposed to be repaired by the original developer and it was not. The driveway floods every time it rains no matter how hard and now the back driveway is washing out. She has to shovel mud off her driveway. She wants her driveway repaired or replaced when the issues are resolved.

Karen Purcelli, 1153 Starlight Dr., overlooks the quarry and is very excited that something is going to be built finally. Her concern is if there is going to be any blasting because their house received a lot of damage from the blasting in the past.

There being no further questions or comments, the public hearing adjourned at 7:12 p.m.

REGULAR MEETING

The regular meeting of the Arnold Planning Commission was called to order by Acting Chairman Frank Kutilek at 7:12 p.m. The Pledge of Allegiance was recited by those in attendance.

ROLL CALL OF COMMISSIONERS: Del Williams, John Tucker, Randy Hoselton, Brian McArthur, Ralph Sippel, Ted Brandt (excused), Frank Kutilek, Jeff Campbell, Andrew Sutton (excused), Todd Teuscher, Mary Holden, Christie Hull-Bettale, Derrick Redhead and Bob Sweeney. 8 voting members present.

REVIEW AND APPROVAL OF AGENDA: Motion by Randy Hoselton to approve the agenda as presented. Second by Jeff Campbell. Voice Vote – *Unanimously Approved.*

APPROVAL OF MINUTES: Motion by Jeff Campbell to approve the minutes from the August 25, 2015 meeting as presented. Second by Del Williams. Voice Vote – *Unanimously Approved.*

QUESTIONS FROM THE FLOOR: None

7a. 2015-17: FOXWOOD ESTATES, PRELIMINARY PLAT, TENBROOK ROAD: Frank Kutilek read the request.

Dan Govero, Govero Land Services, showed images of G'Sell Developments and the types of homes that he builds. They will look at the settling issue on Starlight Drive; rock slope was engineered so a geotechnical investigation will not reveal much, it should have been monitored by the city during construction; there should be no blasting, if they hit rock that needs to come out they will do it with a chipper.

Jeff Campbell asked the lot sizes.

Mr. Govero stated they are 65 foot frontages.

Brian McArthur is concerned with the water runoff and asked about the location of the underground detention.

Del Williams asked if this will solve Mrs. Arnold's driveway flooding problem.

Dan Govero stated that it should.

Bob Sweeney cautioned everyone that they cannot promise that all storm water issues will be solved.

Rebecca Arnold, 2922 Tenbrook Rd., stated that her issue is not the water so much as that she was promised a new driveway and it never happened.

Del Williams added condition #9, that the driveway at 2922 Tenbrook Road be replaced.

Motion by Del Williams to approve 2015-17, Foxwood Estates, Preliminary Plat with the findings and nine (9) conditions:

1. Submit storm water quality and detention for review and approval.
2. Receive approval from the Board of Adjustment for the seven foot side yard setback.
3. The trees indicated on the lots be identified if they meet the size requirements and ensure they do not exceed the required amount needed to be saved.
4. \$60,000 is deposited with the City for a sidewalk contribution instead of building a sidewalk along this stretch of Tenbrook Road due to steep grades and the amount of disturbance needed to construct a sidewalk.
5. The 3.79 acres indicated as common ground is placed in a permanent open space easement to preserve the hillside and trees on the hillside while providing for maintenance of the water quality/detention areas.
6. The variance to the lot frontage requirements of lots 2-10, 14-21, 24-30, and 34-37 are approved based on the findings listed above.
7. The developer project engineer provides an evaluation of the storm volume that the Tenbrook Rd roadside ditch could accommodate. This should be based on the current project survey and USGS topo. The roadside ditch along Tenbrook should be improved within the City Right of way along the frontage of the project (from the intersection of the subdivision to the far south corner of the common ground) also the Tenbrook street culvert crossing resized, replaced or improved or as needed. Additionally, the detention

basin discharge between the homes near 2929 Tenbrook should be reviewed for acceptability and improved only if absolutely needed, as required for channel protection.

8. If during the review of the improvement plans or in the field during inspections it becomes obvious repairs, adjustment, modification of existing streets, sight distance, storm water/other infrastructure is identified such deficiencies shall be corrected.
9. The driveway at 2922 Tenbrook must be repaired.

Second by Ralph Sippel. Roll call vote: Del Williams, yes; John Tucker, no; Randy Hoselton, no; Brian McArthur, yes; Ralph Sippel, yes; Frank Kutilek, no; Jeff Campbell, no; Todd Teuscher, yes. 4 yeas, 4 nays – *Tie Vote*.

Randy Hoselton commented that lots 1 thru 12 are underneath the hill and he cannot recommend homes be built under a 30 foot tall cliff.

Mary Holden stated that the wall was done back in 2010 and she can provide him with the engineer's plans.

Frank Kutilek commented that it was done in 2010 and the road is still sinking.

Mary Holden stated that the road was sinking prior to the construction site. The road was not built to city standards.

John Tucker commented that the guardrail sinking is a concern as it happened after construction of the slope.

Jeff Campbell does not want to set precedence of not following the lot sizes specified in our ordinance.

Motion to deny 2015-17, Foxwood Estates, Preliminary Plat with the findings and nine (9) conditions:

1. Submit storm water quality and detention for review and approval.
2. Receive approval from the Board of Adjustment for the seven foot side yard setback.
3. The trees indicated on the lots be identified if they meet the size requirements and ensure they do not exceed the required amount needed to be saved.
4. \$60,000 is deposited with the City for a sidewalk contribution instead of building a sidewalk along this stretch of Tenbrook Road due to steep grades and the amount of disturbance needed to construct a sidewalk.
5. The 3.79 acres indicated as common ground is placed in a permanent open space easement to preserve the hillside and trees on the hillside while providing for maintenance of the water quality/detention areas.
6. The variance to the lot frontage requirements of lots 2-10, 14-21, 24-30, and 34-37 are approved based on the findings listed above.
7. The developer project engineer provides an evaluation of the storm volume that the Tenbrook Rd roadside ditch could accommodate. This should be based on the current project survey and USGS topo. The roadside ditch along Tenbrook should be improved within the City Right of way along the frontage of the project (from the intersection of the subdivision to the far south corner of the common ground) also the Tenbrook street culvert crossing resized, replaced or improved or as needed. Additionally, the detention

basin discharge between the homes near 2929 Tenbrook should be reviewed for acceptability and improved only if absolutely needed, as required for channel protection.

8. If during the review of the improvement plans or in the field during inspections it becomes obvious repairs, adjustment, modification of existing streets, sight distance, storm water/other infrastructure is identified such deficiencies shall be corrected.
9. The driveway at 2922 Tenbrook must be repaired.

Second by Jeff Campbell.

Ralph Sippel asked the distance from the back of the houses to the rock cliff. He commented that over on Kuner Road there is a rock bluff and those houses are very close. They hung a cyclone fence to help take care of the problem.

Rodney G'Sell, G'Sell Homes stated that he developed Kuner Farms. He explained that the slope is an engineered slope and is sound. It is not a cliff. It is his liability as the builder building the homes near the slope, not the city's.

Del Williams stated that it is an engineered rock slope. He does not think the road sinking on Starlight was caused by the slope construction. We need to get this mess cleaned up, all involved are tired of looking at this site.

Roll call vote: Del Williams, no; John Tucker, yes; Randy Hoselton, no; Brian McArthur, no; Ralph Sippel, no; Frank Kutilek, yes; Jeff Campbell, yes; Todd Teuscher, no. 3 yeas, 5 naes – *Motion Denied.*

STAFF REPORT: None

OLD BUSINESS: None

COMMISSIONERS REPORT: None

ADJOURNMENT: Meeting adjourned at 7:44p.m.

Respectfully Submitted,

Todd Teuscher
Planning Commission Secretary

Preliminary Plans Site Improvement Plans FOXWOOD ESTATES

Tract I of Dickerson Acres
Located in part of Lot 32 of U.S. Survey 2991
Township 43 North, Range 6 East
City of Arnold, Jefferson County, Missouri

Total Acres: 14.98 ac
Current Zoning R5



Location Map
Index of Sheets
1. Over Sheet
2. Preliminary Plan
3. Preliminary Grading

CITY OF ARNOLD, MISSOURI
FOXWOOD ESTATES
Prelim. Site Improvement Plans

GOVERNOR
LAND SERVICES
 Surveying, Engineering, Planning, and Consulting
 1000 North 10th Street, Suite 100
 St. Louis, Missouri 63103
 Phone: (314) 433-1100
 Fax: (314) 433-1101

REVISION	DATE	BY

APPROVED
 Mayor
 City Council
 City Engineer
 City Clerk
 City Auditor
 City Treasurer
 City Attorney
 City Director of Public Works
 City Director of Health
 City Director of Police
 City Director of Fire
 City Director of Parks and Recreation
 City Director of Community Development
 City Director of Economic Development
 City Director of Information Technology
 City Director of Intergovernmental Affairs
 City Director of Legal Affairs
 City Director of Management and Administration
 City Director of Planning and Development
 City Director of Public Safety
 City Director of Transportation
 City Director of Utilities
 City Director of Veterans Affairs
 City Director of Workforce Development

PROJECT OFFICERS
 Project Manager: [Name]
 Project Engineer: [Name]
 Project Surveyor: [Name]
 Project Planner: [Name]
 Project Designer: [Name]

CLIENT
 Dickerson Acres, Inc.
 1000 North 10th Street, Suite 100
 St. Louis, Missouri 63103
 Phone: (314) 433-1100
 Fax: (314) 433-1101

DATE
 10/15/2003

CONTRACT INFORMATION
 Contract No.: [Number]
 Contract Date: [Date]
 Contract Value: [Amount]

PROJECT INFORMATION
 Project Name: Foxwood Estates
 Project Location: [Address]
 Project Area: [Area]

DESIGN INFORMATION
 Design Date: [Date]
 Design Scale: [Scale]

APPROVAL INFORMATION
 Approved By: [Name]
 Approved Date: [Date]

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2	Preliminary Grading	10/15/2003
3	Preliminary Site Plan	10/15/2003
4	Final Site Plan	10/15/2003
5	Final Grading	10/15/2003
6	Final Erosion Control	10/15/2003
7	Final Utility	10/15/2003
8	Final Stormwater	10/15/2003
9	Final Landscaping	10/15/2003
10	Final Construction	10/15/2003

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AN ORDINANCE AMENDING CHAPTERS 5, 18 AND 20.5 OF THE CODE OF ORDINANCE AND CREATING A HISTORIC PRESERVATION COMMISSION IN THE CITY OF ARNOLD

Whereas, the City of Arnold, Missouri (“City”) is a statutory city of the third class authorized by statute to perform certain functions; and

Whereas, the City finds and declares the present and future of the City are founded on the contributions of the past; and

Whereas, many of these contributions are exemplified in sites, buildings, structures, and objects; and

Whereas, the City is authorized by Chapter 253 of the Revised Statutes of Missouri to create a historic preservation commission; and

Whereas, it is the intention of the city to preserve items for their historic, cultural, aesthetic, or architectural significance for the general benefit of the City to secure the foundations of the City as a part of the living community, as a source of citizen identification, and in appreciation for the City's heritage; and

Whereas, experience has revealed that the absence of a preservation effort has resulted in the demolition, destruction, alteration, and deterioration of certain historically, culturally, aesthetically, or architecturally significance features of the City, which would now to be identified as historic landmarks and historic sites or buildings.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI that it is hereby declared as a matter of public policy that the protection, enhancement, perpetuation, and use of sites, buildings, structures and objects for their historic, cultural, aesthetic, or architectural value is a public necessity, and is required in the interest of the prosperity and general welfare of the people.

Section 1. Chapter 18 of the Code of Ordinances is hereby amended with the addition of Article IV, to read as follows:

“Historical Preservation Commission

Sec. 18-70. Created purpose; declaration of policy.

- (a) The council finds and declares the present and future of the city are founded on the contributions of the past. Many of these contributions are exemplified in sites, buildings, structures, and objects. It is the intention of the city to preserve these items for their

historic, cultural, aesthetic, or architectural significance for the general benefit of the city to secure the foundations of the city as a part of the living community, as a source of citizen identification, and in appropriation for the city's heritage. History has shown that the absence of a preservation effort has resulted in the demolition, destruction, alteration, and deterioration of those items now to be identified as historic landmarks and historic sites or buildings. Therefore, it is hereby declared as a matter of public policy that the protection, enhancement, perpetuation, and use of districts, sites, buildings, structures and objects for their historic, cultural, aesthetic, or architectural value is a public necessity, and is required in the interest of the prosperity and welfare of the people.

- (b) The purposes of this commission are to:
- (1) Effect and accomplish the protection, enhancement, perpetuation and use of districts, sites, buildings, structures and objects which reflect elements of the city's historic, cultural, aesthetic, and architectural heritage;
 - (2) Safeguard the city's historic, cultural, aesthetic and architectural heritage as embodied and reflected in such districts, sites, buildings, structures, and objects;
 - (3) Enhance and stabilize neighborhood property values;
 - (4) Encourage neighborhood conservation;
 - (5) Foster civic pride in the beauty and noble accomplishments of the past;
 - (6) Protect and enhance the city's attraction to tourists and visitors and the support and stimulus to business and industry thereby provided;
 - (7) Strengthen the economy of the city;
 - (8) Promote the use of historic landmarks and historic districts for the education, enjoyment, and welfare of the city;
 - (9) Determine whether a building, structure, site, object or district has historic, cultural, aesthetic, or architectural significance; and
 - (10) Promote the safety, health, morals, and general welfare of the city as a whole.

Section 18-71. Enabling authority.

Missouri Revised Statutes Chapter 253, Section 253.415 cited as the "Local Historic Preservation Act," authorizes the city to create by ordinance an historic preservation commission.

Section 18-72. Definitions.

Unless specifically defined below, words or phrases in this Article shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this Article its most reasonable application.

Alteration: Any act or process that changes one or more historic, architectural, or physical features of an area, site, landscape, place and/or structure, including, but not limited to, the erection, construction, reconstruction, or removal of a structure; the expansion or significant modification of agricultural activities; and the clearing, grading or other modification of an area, site, or landscape that changes its current condition.

Area: specific geographic division of the City of Arnold.

Board of Adjustment: The Board established pursuant to Section 18-7 of this Code.

City Council or Council: The City Council of the City of Arnold.

Certificate of Appropriateness: A certificate issued by the Historic Preservation Committee (HPC) indicating its approval of plans for alteration, construction, removal or demolition of a landmark or of a structure within a historic district.

Certified Local Government (CLG): A local government certified as meeting the requirements set forth in the "Guidelines for Participation in Missouri's Certified Local Government Program".

Chief Elected Official: The elected head of local government; the Mayor of Arnold.

Construction: The act of adding an addition to an existing structure or the erection of a new principal or accessory structure on a lot or property.

Cultural Resources: Districts, sites, structures, objects and evidence or parts thereof of some importance to a culture, a subculture or a community for scientific, engineering, art tradition, religious or other reasons significant in providing resource and environmental data necessary for the study and interpretation of past ways of life and for interpreting human behavior.

Date of Initial Designation: The date of the meeting of the Historic Preservation Commission where the landmark or historic district is nominated by a member of the HPC, the owner of record of the structure, or the City Council.

Demolition: Any act or process which destroys in part or in whole a landmark or a structure within a historic district, or which threatens to destroy a landmark or a structure within a historic district, or which destroys or threatens to destroy a potentially significant property or structure by failure to maintain it in a condition of good repair and maintenance.

Design Guideline: A standard of appropriate activity that will preserve the historic, architectural, scenic or aesthetic character of a landmark or historic district.

Exterior Architectural Appearance: The architectural character and general composition of the exterior of a structure, including but not limited to, the kind, color and texture of the building material; the type of roof line, dormers and overhangs; the size, location and design of porches, steps and handrails and the type, size, location, spacing design and character of all windows, doors, light fixtures, signs and appurtenant elements.

Historic District: An area designated as a "historic district" by ordinance of the City Council which may include individual landmarks, as well as other properties or structures which, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics and historical significance of the historic district.

Historic Preservation Commission (HPC): The Commission established pursuant to this Chapter.

HPC: The Historic Review Commission and/or its members.

Historic Significance: Character, interest or value as part of the development, heritage or culture of the community, County, State or country; as the location of an important local, County, State or national event; or through identification with a person or persons who made an important contribution to the development of the community, County, State or country.

Landmark: A property or structure designated as a "landmark" by ordinance of the City Council, pursuant to procedures prescribed herein, which is worthy of rehabilitation, restoration, interpretation and preservation because of its historic, architectural or archaeological significance to the City of Arnold.

Local Government: A City, County, municipality, town or village or any other general purpose political subdivision of the State.

Minimum Maintenance: The minimum regulations governing the conditions and maintenance of all existing structures, as set out in the various building and property maintenance codes adopted by the City Council.

Missouri Advisory Council on Historic Preservation: The commission appointed by the Governor of the State of Missouri which is responsible for review and nomination of all Missouri properties to the National Register of Historic Places.

National Register of Historical Places: The national list of districts, sites, buildings, structures and objects significant in U.S. history, architecture, archaeology, engineering and culture maintained by the Secretary of the Interior.

Ordinary Maintenance: Any work for which a building permit is not required by ordinance, where the purpose and effect of such work is to correct any deterioration or decay of, or damage to, a structure or any part thereof and to restore the same, as nearly as practical, to its

condition prior to the occurrence of such deterioration, decay or damage and does not involve change of materials nor of form.

Owner of Record: The person, corporation or other legal entity listed as owner in the records of the St. Louis County Recorder of Deeds.

Planning Commission: The City Planning Commission established pursuant to Chapter 18, Article II of this Code and Chapter 89 of the Revised Statutes of Missouri, as amended.

Removal: Any relocation of a structure, object or artifact on site or to another site.

Repair: Any change that is not construction, alteration, demolition or removal and is necessary or useful for continuing normal maintenance and upkeep.

Restoration: The process or product of returning, as nearly as possible, an existing site, building, structure or object to its condition at a particular time in history, using the same construction materials and methods as the original where possible. Typically the period of greatest historical significance or aesthetic integrity is chosen. This may include removing the later additions, making hidden repairs and replacing hidden work.

State Historic Preservation Officer (SHPO): The official within the State of Missouri State Historic Preservation Office who has been designated and appointed by the Governor to administer the State historic preservation program.

Site: The traditional, documented or legendary location of an event, occurrence, action or structure significant in the life or lives of a person, persons, groups or tribes or any place with evidence of past human activity. Sites include, but are not limited to, cemeteries, burial grounds, occupation and work areas, evidence of farming or hunting and gathering, battlefields, settlements, estates, gardens, groves, river crossings, springs, wells, routes and trails, caves, quarries, mines or significant trees or other plant life.

Stop Work Order: An order directing an owner, occupant, contractor or subcontractor to halt an action for which a certificate of appropriateness is required and notifying the owner, occupant, contractor, subcontractor or other responsible party of the application process for a certificate of appropriateness.

Structure: Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae and towers, and swimming pools.

Survey: The systematic gathering of information on the architectural, historic, scenic and archaeological significance of buildings. Sites, structures, areas or landscapes, through visual assessment in the field, and historical review, research and investigation for the purpose of identifying landmarks or historic districts worthy of preservation.

Section 18-73. Establishment; membership; term of office; vacancies.

- (a) There is hereby created the Historic Preservation Commission (HPC), to be appointed by the mayor and ratified by the city council, and to be composed of seven (7) members who shall be residents of the city for at least one (1) year preceding their appointment. Of those seven (7) members, one (1) member shall serve as the council liaison for the City Council. The commission shall:
 - (1) Possess members who have a demonstrated interest in, competence in or knowledge of historic preservation either representing a local historical society or as a resident or property owner.
 - (2) Be comprised of both professionally qualified members and also citizens-at-large who may bring a broader perspective of community affairs.
 - (3) To the maximum extent practicable, be comprised of members drawn from professional in architecture, architectural history, history, prehistoric and historic archaeology, planning, urban design, cultural geography, cultural anthropology, folklore, curation, conservation, landscape architecture, or any other related disciplines or fields related to historic preservation.
 - (4) The City Administrator, the Director of Community Development, the Director of Public Works, and the Director of Finance shall serve as ex officio members without a vote and are only required to attend meetings as directed by the Chairman of the HPC.
- (b) The terms for the members shall be three (3) year terms, unless appointed to an unexpired term excepting that the membership of the first two HPC members shall serve for one (1) year, the next two members serve for two (2) years, and the last two members serve for three (3) years. Thereafter, members shall be appointed for three (3) years each. The terms of the Council liaison member shall be coincident with their term in office.
- (c) In the event of the death or resignation of any member, the mayor shall, within sixty (60) days of said event, appoint a successor to serve during the unexpired portion of the term in the same manner designated for the appointment of the predecessor member.

Section 18-74. Compensation.

All citizen members of the city Historical Preservation Commission shall serve without compensation.

Section 18-75. Removal of commissioners.

- (a) The city council may remove any citizen member of the city planning commission for cause stated in writing and after notice and public hearing thereon.

- (b) Any member of the HPC who fails to attend at least fifty percent (50%) of all regular or special meetings in a calendar year as shown in the approved minutes of the HPC shall be automatically deemed to have been removed by the City Council unless attendance has been excused by the Chairman of the HPC. If attendance has not been excused as provided above, the Mayor and City Council shall promptly initiate proceedings to fill the vacancy of that member.

Section 18-76. Officers.

- (a) The Chairperson of the HPC shall be the Council liaison.
- (b) Additional Officers shall consist of a Vice Chairperson and a Secretary elected by the HPC, each of who shall serve a one (1) year term and is eligible for re-election. The Chairperson shall preside over all meetings. In the absence or disqualification of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson. In absence of both the Chairperson and Vice Chairperson, an acting Chairperson shall be elected by those members present to perform the duties at that meeting.
- (c) The Chairperson of the Historical Preservation Commission shall have the following duties:
 - 1. Be responsible for publication and distribution of copies of the minutes, reports and decisions to the members of the HPC.
 - 2. Give notice as provided herein by law for all public hearings conducted by the HPC;
 - 3. Advise the Mayor and Council of vacancies on the HPC and expiring terms of members;
 - 4. To forward a register of all properties and structures which have been designated as landmarks or historical districts annually to the City Administrator; and
 - 5. Prepare to submit to the City Council a complete record of the proceedings before the HPC on any matter requiring Council action.
- (d) The Vice Chairperson shall have all the duties of the Chairperson but only during such times when the Vice Chairperson serves as the Acting Chairperson in the absence, recusal, or disqualification of the Chairperson.
- (e) The Secretary of the HPC may be a member of the HPC or a staff member assigned by the City Administrator on behalf of the Secretary. The Secretary of the HPC shall keep minutes of the HPC meetings and record other actions of the HPC in the course of its normal business.

Section 18-77. Meetings, Records, and Minutes.

- (a) A quorum shall consist of at least four (4) voting members of the HPC. All decisions or actions of the HPC shall be made by an affirmative vote of at least four (4) members. In the event of a tie vote, the issue shall be considered as deadlocked and shall be tabled until the next regular or special meeting. If a quorum is not present at a properly called meeting of the HPC, the meeting shall be adjourned.
- (b) Meetings shall be held at regularly scheduled times as set by the HPC or at any time upon the call of the Chairperson, but no less than once each quarter (four meetings per year).
- (c) All meetings shall be held, and agendas posted in accordance with the laws of the State of Missouri and conducted according to Robert's Rules of Order.
- (d) The HPC shall keep minutes of its proceedings, showing the vote, and shall keep records of its examinations and other official actions, all of which shall be filed as public record.
- (e) All HPC rules of procedure, designation criteria, design guidelines and forms shall be available as public record.

Section 18-78. Conflict of Interest and Nepotism.

Members of the Historic Preservation Commission shall be governed by City of Arnold's conflict of interest and nepotism policies as adopted by the City Council.

Section 18-79. Powers and Duties.

The HPC shall have the following powers and duties:

- (a) For the purpose of carrying out the provisions of this Article, the HPC shall establish rules and regulations for the evaluation of the items submitted for its consideration and shall establish procedures for the submission, evaluation and selections of historic districts, structures and landmarks;
- (b) The HPC is hereby authorized to make a continuous study for the identification of all historically, archaeologically and architecturally significant properties, structures, sites or areas that exemplify the cultural, social, economic, political or architectural history of the nation, State, or City of Arnold and to maintain the research information in an inventory accessible to the public;
- (c) The HPC shall have the authority to recommend criteria based on age, architectural style, aesthetic value, historical significance, or unique and distinctive characteristics.
- (d) The HPC shall have the authority to recommend criteria for signage for historic structures and districts that is reflective of the historical period and adheres to the integrity of the character and style of the period so that signage is in conformance and in keeping with the significance determined by the HPC;

- (e) To investigate and recommend to the City Council the adoption of ordinances designating areas as having special cultural, historic, archaeological, community or architectural value as "landmarks";
- (f) To investigate and recommend to the City Council the adoption of ordinances designating areas as having special cultural, historic, archeological, community or architectural value as "historic districts";
- (g) To keep a register of all properties and structures which have been designated as landmarks or historic districts, including information required for each designation;
- (h) Upon determination by the HPC of the cultural, archeological, historical, or architectural significance of a structure, landmark or parcel, written notice shall be given to the property owner as well as others having a recognized financial interest in the property so that they may be made aware of the historic designation;
- (i) To confer recognition upon owners of landmarks, structures and property within historic districts by means of certificates, plaques or markers; and to make recommendations for the design and implementation of specific markings of the streets and routes leading from one landmark or historic district to another;
- (j) To advise and assist owners of landmarks and property of structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation and reuse and on procedures for inclusion on the National Register of Historic Places;
- (k) To nominate landmarks, structures, properties and historic districts to the historic register of the City of Arnold and to the National Register of Historic Places and to review and comment on any nominations to the National Register of Historic Places;
- (l) To inform and educate the citizens of the City of Arnold concerning the historic, archaeological and architectural heritage of the City through City Council approved expenditures for publication or sponsorship of maps, newsletters, brochures, pamphlets, programs and seminars by the City, HPC or other appropriate parties;
- (m) To hold public hearings and to review applications for removal or demolition affecting proposed or designated landmarks or structures within historic districts and issue or deny certificates of appropriateness for such actions. The issuance or denial of a certificate of appropriateness will serve as a recommendation from the HPC to the Planning Commission for removal or demolition of proposed or designated landmarks or structures. Applicants may be required to submit plans, drawings, elevations, specifications and other information as may be necessary to act on certificates of appropriateness and recommendations to the Commission;
- (n) To hold public hearings on each proposed nomination of a landmark and of a historic district and on the guidelines developed for each nomination;

- (o) To hold public hearings and to review applications for all building permits for alterations, rehabilitation, reconstruction, renovation and new construction of buildings or structures within a historic district for adherence to the guidelines of said historic district and to issue or deny certificates of appropriateness for such actions. The issuance or denial of a certificate of appropriateness will serve as a recommendation from the HPC to the Planning Commission for all building permits relating to alterations, rehabilitation, construction, renovations and new construction, buildings or structures within historic districts. In no event shall a building permit be issued until reviewed by the HPC, however, any applicant shall not be caused unnecessary or unreasonable delay. All complete applications shall be reviewed and a public hearing held by the HPC within sixty (60) days of submittal. The HPC shall make a decision to issue or deny a certificate of appropriateness no later than sixty (60) days after the hearing and make recommendation to the Planning Commission, unless the applicant agrees to extend the time for review;
- (p) To hold public hearings and to review all applications for demolition or relocation permits pertaining to structures in excess of seventy-five (75) years of age and within the corporate limits of the City, including those not yet nominated as landmarks and those not yet designated as part of a historic district; to determine impact to significant cultural resources. Upon submission to the HPC of a certificate of appropriateness application for a demolition or relocation permit, the HPC shall have the power to review and withhold approval for a period of up to one hundred eighty (180) days. During this period, the HPC shall confer with the owner, occupant or other person having an interest in such building or structures for the purpose of making suggestions and recommendations with respect to any or all means or methods considered feasible and proper for the preservation of such landmark. It shall be the duty of the HPC within this review period to make suggestions and recommendations whereby the landmark in question may be preserved and maintained in a state which will not deface, mar, materially alter or destroy in whole or in part the historical significance or aesthetic value of such landmark or historic district. The "period of review" shall begin on the date the application is submitted for review to the HPC. The HPC may grant its approval prior to the completion of the one hundred eighty (180) days after a duly noticed public hearing and issuance of a certificate of appropriateness, but in no case shall the HPC terminate its review within sixty (60) days of its initial review;
- (q) To call upon available City staff members as well as experts for technical advice and upon approval of the City Council retain such specialists or consultants as required from time to time;
- (r) To testify before all boards and commissions including the City Council, Planning Commission and the Board of Adjustment on any matter affecting historically, archaeologically, culturally, or architecturally significant property, structures, sites and areas;
- (s) To submit an annual report of its activities to the Mayor for eventual submission to the State Historic Preservation Officer (SHPO). The annual report shall include, but not be

limited to, such items as: the number, types and resolutions of cases reviewed, new designations made, revised resumes of HPC members, new appointments to the HPC, attendance records and all minutes relating to National Register nominations. Reports shall be submitted within sixty (60) days after the end of the City's fiscal year;

- (t) To make recommendations to the City Council concerning budgetary appropriations to further the general purposes of this Chapter;
- (u) To annually attend at least one (1) informational or educational meeting, approved or conducted by the SHPO, pertaining to historic preservation; and
- (v) To investigate any and all potential sources of funds with which to accomplish its authorized objectives and to advance the purposes stated in this division; to encourage the formation of foundations, trusts and other organizations for the advancement of such purposes and providing funds therefore; and to support and assist in the coordination of the efforts of any organizations dedicated to such purposes in acquiring real property or interest thereon for use of such historic landmark or historic district as may be established.
- (w) To comment on any federal undertaking as an interested party on matters of historic preservation in the City of Arnold as provided for in Section 106 of the National Historic Preservation Act of 1966 as amended.
- (x) To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to implementation of the purpose of this Article.

Section 18-80. Support the listing of properties on The National Register of Historic Places.

The HPC may support the nomination to the National Register of Historic Places of local landmarks and historic districts that the HPC deems to have contributed to the history, architecture and culture of the City of Arnold.

Section 18-81. Surveys and Research.

- (a) The HPC shall undertake an ongoing survey and research effort on the City of Arnold to identify neighborhoods, areas, sites, structures and objects that have historic, cultural, archaeological, architectural or aesthetic importance, interest or value. As part of the survey, the HPC shall review and evaluate any prior surveys and studies of any unit of government or private organization and compile appropriate descriptions, facts and photographs. The detailed inventory of these surveys and research shall be in conformance with the standards and guidelines as established by the SHPO. The HPC shall systematically identify potential landmarks and historic districts and adopt procedures to nominate them based on the following criteria:
 - 1. The potential landmarks and historic districts in one (1) identifiable neighborhood or distinct geographic area of the City of Arnold;

2. The potential landmarks and historic districts associated with a particular person, event or period of time that has historic significance;
3. The potential landmarks and historic districts in a particular architectural style or school or of a particular architect, engineer, builder, designer or craftsman;
4. The potential landmarks and historic districts contain historic and prehistoric archaeological resources with the potential to contribute to the understanding of historic and prehistoric cultures; and
5. Such other criteria as may be adopted by the HPC to assure systematic survey and nomination of all potential landmarks and historic districts within the City of Arnold.

Section 18-82. Nomination of Landmarks and Historic Districts

Nominations shall be made to or by the HPC on a form prepared by it and may be submitted by an owner of record of the nominated property or structure, by motion of the HPC acting as a body, or by motion of the City Council acting as a body. Nominations shall be submitted to the Building Department who shall, within seven (7) days of receipt, mail a notification of intent to nominate to the owner of record of the nominated property. Forms and criteria for nomination will be available at City Hall.

Section 18-83. Criteria for consideration of nomination.

- (a) The HPC shall, upon such investigation as it deems necessary, make a determination as to whether a nominated property, structure, site, area or district meets one (1) or more of the following criteria, based on the criteria for evaluation for the National Register of Historic Places:
 1. Its character, interest or value as a part of the development, heritage or cultural characteristics of the community, County, State or country;
 2. Its overall setting and harmony as a collection of buildings, structures, objects where the overall collection forms a unit;
 3. Its potential to be returned to an accurate historic appearance regardless of alterations or insensitive treatment that can be demonstrated to be reversible;
 4. Its location as a site of a significant local, County, State or national event;
 5. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country;

6. Its embodiment of distinguished characteristics of an architectural type valuable for the study of a period type, method of constructions or use of indigenous materials.
 7. Its identification as the work of a master building, designer, architect or landscape architect whose individual work has influenced the development of the community, County, State or country;
 8. Its embodiment of elements of design, detailing, materials or craftsmanship that render it architecturally significant;
 9. Its embodiment of design elements that make it structurally or architecturally innovative;
 10. Its unique location or singular physical characteristic that make it an established or familiar visual feature of the neighborhood, community or City;
 11. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations or other commercial structures, with a high level of integrity of architectural significance;
 12. Its suitability for preservation or restoration; and
 13. Its potential to yield information important to history and prehistory.
- (b) Any structure, property or area that meets one (1) or more of the above criteria shall also have sufficient integrity of location, design, materials and workmanship to make it worthy of preservation and restoration.

Section 18-84. Public Hearings on Landmarks and Historic Districts.

The HPC shall conduct a public hearing within ninety (90) days after sending the intent to notify to the property owner of record on each nomination to consider the designation of a landmark or historic district in order to obtain the viewpoints of affected property owners, residents and other interested parties.

Section 18-84. Notification of Property Owners of Proposed Designation.

- (a) Notice of a proposed designation shall be hand delivered or sent by first class mail to the owners, as listed in the real estate index of St. Louis County, of property proposed for landmark or historic district designation, describing the property proposed and announcing, at least thirty (30) days in advance, a public hearing by the HPC to consider such designation. The notice shall briefly describe the proposed designation and state the time and place of the public hearing.
- (b) The notice shall be posted at City Hall at least seventy two (72) hours before the hearing.

- (c) The notice shall be posted in a newspaper of general circulation in the area at least fifteen (15) days in advance of the hearing.

Section 18-85. Timely Determination.

The HPC shall make a determination with respect to the proposed designation in writing within sixty (60) days after the conclusion of the hearing date. If the HPC does not take action on the proposal, the proposed designation shall be deemed to be denied. In such event, the HPC shall issue its findings of fact stating the reasons for such denial. The determination by the HPC shall be hand delivered or sent by first class mail to the owner or owners as listed in the City's records, to the City Council, as well as to such other interested parties as may request a copy thereof, setting forth those findings of fact which constitute the basis for its recommendation. The determination shall be in the form of a finding of fact. The following information shall be included in the determination:

- (a) Explanation of the significance or lack of significance of the nominated landmark or historic district as it relates to the criteria for consideration of nomination in Section "Criteria for Consideration of Nomination"; and
- (b) Explanation of the integrity or lack of integrity of the nominated landmark or historic district.

In the case of a nominated landmark found to meet the criteria for designation:

1. The significant exterior architectural features of the nominated landmark that should be protected;
2. The types of construction, alteration, demolition and removal, other than those requiring a building or demolition permit, that should be reviewed for appropriateness pursuant to the provisions of this Article; and
3. Historic, cultural, archaeological, architectural, aesthetic importance, interest or value significance and recommendations for interpretation and protection.

In the case of a nominated historic district found to meet the criteria for designation:

1. The types of significant exterior architectural features of the structures within the nominated historic district that should be protected;
2. The types of alterations and demolitions that should be reviewed for appropriateness pursuant to the provisions of this Chapter;
3. The type and significance of historic and prehistoric archaeological sites within the nominated historic district;
4. Proposals for the design guidelines of HPC review of certificates of appropriateness within the nominated landmark or historic district;

5. The relationship of the nominated landmark or historic district to the ongoing effort of the HPC to identify and nominate all potential cultural resources that meet the criteria for designation;
6. Recommendations as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations, lot size and parking regulations necessary or appropriate to the preservation of the nominated landmark or historic district, including recommendations for buffer zones to protect and preserve visual integrity; and
7. A map showing the location of the nominated landmark and/or the boundaries of the nominated historic district.

Section 18-86. Approval by the City Council.

Upon receipt of the recommendations of the HPC, the City Council shall have thirty (30) days to take up the matter at their regularly scheduled public meetings in accordance with the laws of the State of Missouri and the ordinances of the City of Arnold. The City Council may provide for additional notice of any such hearing to interested persons and citizens of the City as deemed necessary. Following the Council's consideration, the City Council may approve or disapprove the HPC's recommendations which shall not be binding on the City Council. Notwithstanding the foregoing, the City Council may disapprove the recommendation of the HPC, without a public hearing, upon compliance with the Missouri Open Meeting Statute and by affirmative vote of not less than five (5) Council members who determine that there is a compelling reason for such disapproval.

Section 18-87. Notification of Designation.

Within fifteen (15) days after approval by the City Council of the ordinance designating property as a landmark or historic district, the City Clerk shall send to the owner, as listed in the city's records, of each property within the designated district, by hand delivery or first class mail, a copy of the ordinance and a letter outlining the basis for such designation and the obligations and restrictions which result from such designation. The City Clerk shall send copies of this material to other City departments as necessary.

Section 18-88. Moratorium on applications for alteration or demolition while designation is pending.

- (a) No application for municipal zoning approval for a permit to construct, alter or demolish any structure or other feature on a proposed landmark or in a historic district, filed after the day that notice of a proposed designation has been first given to initiate designation of the said landmark or historic district, shall be approved by the HPC or the Planning and Zoning Administrator while proceedings are pending on such designation; provided however, that after one hundred eighty (180) calendar days have elapsed from the date of

initiation of said designation, if final action on such designation has not been completed, the permit application may be approved.

- (b) If an appeal of a decision is made, the one hundred eighty (180) day moratorium is stayed until the appeal is resolved.

Section 18-89. Applications and Issuance for Certificates of Appropriateness.

- (a) A certificate of appropriateness shall be reviewed by the HPC and the HPC shall forward its recommendation to the Planning Commission before any of the following actions may be taken to a landmark or to a building, feature or structure located in a historic district:
 - 1. Demolition;
 - 2. Relocation;
 - 3. Alteration, reconstruction, rehabilitation and renovation; and
 - 4. Signs.
- (b) The authority to implement previously approved applications for certificates of appropriateness may be given to the Building Department for any changes not visible from the street frontage, excluding changes to the primary structure.
- (c) The U.S. Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" shall be the HPC's general guide concerning landmarks and buildings in historic districts. A copy of these standards is available at City Hall in the office of the Community Development Director.

Section 18-90. Variety of styles in new construction.

The HPC shall consider the following in reviewing the appropriateness of architectural features on new buildings in a designated Historic District:

- (a) The extent to which the building or structure would be harmonious with or incongruous to the old and historic aspects of the surroundings;
- (b) Consideration of contemporary architectural expression while respecting existing buildings or structures of historic or architectural interest; and
- (c) The appropriateness of materials, scale, size, height, placement and use of a new building or structure in relationship to existing buildings and structures and to the setting thereof.

Section 18-91. Submission of plans to the Historic Preservation Commission.

An applicant for a certificate of appropriateness must submit proposed plans to the HPC in sufficient detail for the HPC to have full knowledge of the requested demolition, relocation, alteration, reconstruction, rehabilitation or renovation of a structure, particularly as to how the proposed actions will affect the appearance, materials and architectural design of the landmark or the buildings, structure or land within a historic district.

Section 18-92. Public Hearings on Applications for Certificates of Appropriateness.

- (a) The HPC shall schedule a public hearing to consider an application for a certificate of appropriateness within sixty (60) days of receipt of the application and supporting documents from the Community Development staff. A notice which states that an application is pending and also states the date of the HPC hearing at which such application will be considered shall be mailed to the applicant by first class mail and placed in a newspaper of general circulation at least fifteen (15) days in advance of the hearing. In addition, notice of the application to be considered at the HPC meeting will be posted at least seventy-two (72) hours before the hearing at City Hall.
- (b) At the HPC hearing at which his/her application is considered, an applicant shall have the opportunity to examine any witnesses who may testify at the hearing. In addition, the applicant shall have the opportunity to discuss the application with the members of the HPC.

Section 18-93. Acceptable Historical Preservation Committee Actions.

- (a) Within sixty (60) days after the initial hearing, the HPC may recommend approval, denial or approval in amended form the proposed alteration, reconstruction, rehabilitation, renovation or signage plan subject to the acceptance of the amendment by the applicant for certificates of appropriateness. If an applicant chooses not to accept a proposed amendment, the application is considered denied. If action is not taken within sixty (60) days after receipt of the application, the application shall be forwarded to the Planning Commission.
- (b) Upon submission to the HPC of a certificate of appropriateness application for a demolition or relocation permit, the HPC shall have the power to review and withhold its recommendation to the Planning Commission for a period of one hundred eighty (180) days. During this period, the HPC shall confer with the owner, occupant, or other person having an interest in such building or structures for the purpose of making suggestions and recommendations with respect to any or all means or methods considered feasible and proper for the preservation of such landmark. It shall be the duty of the HPC within this review period to make suggestions and recommendations whereby the landmark in question may be preserved and maintained in a state which will not deface, mar, materially alter or destroy in whole or in part the historical significance or aesthetic value of such landmark or historic district. The "period of review" shall begin on the date the application is submitted for review to the HPC. The HPC may make its recommendation prior to the completion of the one hundred eighty (180) days after a duly noticed public hearing and issuance of a certificate of appropriateness, but in no case shall the HPC

terminate its review within sixty (60) days of its initial review. With the issuance of the certificate of appropriateness, the HPC shall forward its recommendation to the Planning Commission within sixty (60) days.

Section 18-94. Report on determination.

A written report of action taken and the recommendation by the HPC shall be forwarded to the applicant and the Planning Commission no later than sixty (60) days after the issuance or denial of the certificate of appropriateness by the HPC. The report must state reasons why the certificate of appropriateness was approved, denied or amended and the reason for its recommendation to the Planning Commission.

Section 19-95. Hearing before the Planning Commission.

The Planning Commission will take up the recommendation of the HPC and review the report in support of the certificate of appropriateness in its consideration of all permits concerning demolition, relocation, alteration, reconstruction, rehabilitation, renovation, new construction, and signs for historic buildings/structures and landmarks in historic districts according to their normal meeting procedures.

Section 19-96. Conformance to the Certificate of Appropriateness.

All work performed pursuant to the issuance of certificate of appropriateness shall conform to the requirements of such certificate. It shall be the duty of the Building Department to inspect from time to time any work performed pursuant to such certificate to assure such compliance. In the event work is performed not in accordance with such certificate, the Director of Community Development or his/her designated representative shall issue a stop work order and all work shall cease. No person, firm or corporation shall undertake any work on such project as long as such stop work order shall continue in effect.

Section 18-97. Sign Applications.

Applications for sign permits involving landmarks, structures or historic districts are reviewed under the standard procedures of the sign regulations in the zoning ordinance. The HPC may make recommendations to establish guidelines for signage that is in conformance or in keeping with the character of historic landmarks, structures or districts. The HPC may review sign applications for certificate of appropriateness after application is received and public hearing held and only if the sign is on a structure in a historic district whose written standards are stricter concerning signs than those of the sign ordinance.

Section 18-98. Development Plans.

The HPC shall review development plans involving landmarks or historic districts and forward recommendations to the Planning Commission. Any development plans recommended by the Planning Commission to the City Council concerning landmarks or historic districts shall be amendments to the ordinance establishing individual landmarks or historic districts.

Section 18-99. Public Safety Exclusion.

Nothing in this Article shall be construed to prevent the ordinary maintenance or repair of any exterior element of any building or structure.

Section 18-100. Review of Applications for Change of Zoning, Zoning Amendments, Special Use Permits, and Variances.

Applications for change of zoning, zoning amendments, special use permits, and variances for a landmark or structure within a historic district may be referred to the HPC by the Director of Community Development or his/her designee prior to the date of the public hearing set by the Planning Commission or the Board of Adjustment. The HPC may review these applications using any format which it deems appropriate, provided however, that the applicant shall be notified of the time and place of such review and shall be given the opportunity to appear and be heard. Within fifteen (15) days after receipt of said application or at the next regularly scheduled meeting, the HPC shall forward its comments to the Director of Community Development for presentation to the Planning Commission or Board of Adjustment for its consideration in reviewing the application.

Section 18-101. Appeals

- (a) Any person aggrieved by a certificate of appropriateness recommendation of the HPC and Planning Commission may apply to the City Council for a review of the decision. Written requests for City Council review of a decision shall be filed with the City Administrator within ten (10) days of the date of the adverse decision. The City Council shall review appeals within ninety (90) days of the written request for review of the decision. The City Council may, after a public hearing, reverse or modify the decision of the HPC, but only if it finds that:
1. Every reasonable effort has been made by the applicant to agree to the requirements of the Historic Preservation Commission; or
 2. Owing to special conditions pertaining to the specific piece of property, denial of the certificate of appropriateness will cause undue and unnecessary hardship; or
 3. Such reversal or modification is in the public interest.
- (b) Appeals from decisions of the City Council will be provided by State law.

Section 18-102. Enforcement.

The Director of Community Development or his/her designee shall give written notification of any violation of this Article to the owner or lessor of or the trustee or other legally responsible party for such property, stating in such notification that they have inspected the property and have found it in violation of this Article. The notification shall contain a description

or explanation of the violation(s). The property owner, trustee, lessor or legally responsible party shall have thirty (30) days in which to correct such violation or to give satisfactory evidence that steps have been taken that will lead to correcting such violation within a stated period of time. The time shall be agreeable to the Building Department as being fair and reasonable. If after the thirty (30) day period an agreement is not reached, the City may institute an appropriate action or proceeding to prevent or correct such unlawful action. The imposition of any penalty hereunder shall not preclude the City from instituting any proper action or proceeding to require compliance with the provisions of this Article and with the administrative orders and determination made hereunder.

Section 18-103. Fees and Penalties.

(a) Certain fees are hereby established for filing of applications for designation of an historic landmark or an historic district, for issuance of a certificate of appropriateness, and for additional enumerated services:

1. Designation process:

a. Historic landmark\$50.00

But, if the building has been previously listed in the National Register\$25.00

b. Historic district:

Base nomination fee\$200.00

Plus, per building\$50.00

Not to exceed a total of\$950.00

District previously listed in the National Register of Historic Places base nomination fee\$50.00

Plus, per building\$15.00

Not to exceed a total of\$450.00

c. Amending historic district:

Base nomination fee\$75.00

Plus, per building\$10.00

Not to exceed a total of\$250.00

District previously listed in the National Register of Historic Places base nomination fee\$35.00.

Plus, per building\$10.00

Not to exceed a total of\$175.00

d. Research: \$35.00/hour, however, a research fee shall be deducted from the application fee if an application is filed with the commission.

2. Certificate of appropriateness:

Expedited or administratively approved applications\$20.00

All exterior changes, alterations, new construction or demolitions to designated properties, except the scopes of work noted below shall be charged a fee in accordance with the Community Development Fee Schedule as established and adopted by the City Council from time to time.

Fees for any certificate of appropriateness in which the scope of work has been started or completed before the application is submitted shall be doubled.

3. Tax certification: Assistance in seeking U.S. Department of the Interior, Office of Archeology and Historic Preservation, certification for tax benefits under the Internal Revenue Code, per building\$200.00

4. National Register form:

a. Historic landmark\$300.00

But, if an application for local designation has been previously made\$200.00

b. Historic district\$500.00

Plus, per building\$75.00

Not to exceed a total of\$2,750.00

But, less the fee provided for in subsection 1.b of this section, if an application for local designation has been previously made.

c. Amending historic district, per building\$75.00

Not to exceed a total of\$750.00

But, less the fee provided for in subsection (1)c of this section, if an application for local designation has been previously made.

5. The City Administrator shall have the authority to adjust the fees listed above to reflect the change in the consumer price index (all items/all urban consumers/Midwest Region published by the United States Department of Labor, Bureau of Labor Statistics). The adjustments, if any, shall be made annually by the City Administrator in conjunction with the adoption of the annual budget of the city by filing a notice with the City Clerk.

6. The Historic Preservation Commission may waive all or part of any fee upon a showing of hardship and shall waive all fees for any nomination made by the HPC or City Council.

- (b) The owner of a building or premises where a violation of any provision of said regulations has been committed or shall exist, or the lessee or tenant of an entire building or entire premises where such violation has been committed or shall exist, or the owner, lessee or tenant of any part of the building or premises in which violation has been committed or shall exist, or the architect, builder, contractor or any other person who commits, takes part or assists in any such violation shall be guilty of an ordinance violation punishable by a fine up to a maximum of five hundred dollars (\$500.00) per violation or by imprisonment for ninety (90) days for each violation in the discretion of the court.

Section 18-104. Funding.

The HPC may, with the consent of the City Council, apply for, receive or expend any Federal, State or private grant, grant-in-aid, gift or bequest in furtherance of the general purposes of this Article. The City Council is hereby authorized to accept gifts and grants on behalf of the City of Arnold for the HPC made specifically for the study, acquisition, designation and preservation of officially designated landmarks. All such gifts and grants accepted by the City shall be set aside in a special line-item account within the City of Arnold General Fund and such fund shall be distributed, administered and disbursed by the City Administrator after consultation with the City Council, based upon the recommendations of the Historic Preservation Commission.”

Section 2. Chapter 20.5, Section 20.5-11 of the Code of Ordinances is hereby amended with the addition of subsection 8, to read as follows:

“(8) Signs for landmarks, structures or historic districts as designated by the Historical Preservation Commission per Chapter 18, Article IV of this Code.”

Section 3. Chapter 5, Article III, Division 1 of the Code of Ordinances is hereby amended with the addition of Section 5-41, to read as follows:

“Buildings and Regulations:

Section 5-41. Historically Protected Buildings

- (a) Before any structure or building that has been designated by the Historical Preservation Commission as a Landmark or is located within a Historic District or is listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places is ordered demolished a Certificate of Appropriateness shall be obtained from the HPC. This includes any building or structure that is destroyed by any means, including flood, even if the reconstruction cost is more than fifty (50) percent of the pre-damaged value of the building or structure.
- (b) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places,

or local inventory of historic places upon determination provided the proposed activity will not preclude the structure's continued historic designation.”

Section 4. This Ordinance shall be in full force and effect from and after its passage by the City Council and its approval by the Mayor.

READ TWO TIMES, PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

Presiding Officer of the City Council

Ron Counts, Mayor

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

RESOLUTION NO: 15-50

A RESOLUTION APPOINTING LLOYD ALLEN RODGERS AND
MARGARET ELLEN SPRAY TO THE AGING AND DISABILITIES
COMMISSION FOR THE REMAINDER OF A THREE-YEAR TERM.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Lloyd Allan Rodgers is hereby appointed to the Aging and Disabilities Commission to serve the remainder of a three-year term, terminating on January 1, 2017 and Margaret Ellen Spray is appointed to the Aging and Disabilities Commission to serve the remainder of a three-year term, terminating on May 31, 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: _____

September 26, 2015

Z:\CITYDOCS\RESOLUTN\15-50 Lloyd and Spray 2015.doc

Lloyd Allan Rodgers

861 Morningside Lane Arnold, MO 63010-2208

Cell phone 314-685-4155

I am a retired railroad switchman from the Alton the Southern Railway after 31 years of loyal service. I have been a union worker for 58 years and am currently a member of the United Transportation Union Alumni local 1929.

I have been a citizen of the City of Arnold since 1968 and for the past 11 years I have attended over 99% of the city council meetings. I have worked the polls and done voter canvassing for various positions for over 10 years. Throughout this time I have had the pleasure of getting to meet many good people and have made many friends.

At one of the council meetings I suggested a Farmers Market for the city, which was brought forth by the Mayor, and his wife as well as other city personnel.

My wife and I have been married for seventeen years and have 4 children between us and 5 grandsons. I coached my daughters softball team and helped coach my son's baseball teams for 3 years at Immaculate Conception Church.

I would consider it an honor to represent ward 3 on the Aging and Disabled Board and would represent all of the citizens of the City of Arnold to the utmost of my ability.

Attention: Commission on Aging and Disabilities

My name is M. Margaret Ellen Spivey (Peggy)
3350 Boca Raton Dr. Dunell, No. 63010
636-464-0077 Cell 314-223-7959

I grew up in St. Louis, Mo. I attended grade
and high school there.

I worked for 6 years at Remac Corp. It was
a recreative parts warehouse. I was a
Remington Automatic operator, it was one
of the earliest computers. I got married and
worked until we had our first child. I then
became a stay at home mom, that is what
my husband wanted. When our daughter was
old enough she went to nursery school and
kindergarten in St. Louis.

When our second child was born, five years
later we decided to buy a house. We had
bought in Dunell because we had the school
district was triple A rated. I have lived in
Dunell for 47 yrs, I have enjoyed living in
and raising my children here.

After my children were grown I was
several day care schools part time. I also
for the Latch Key program for the YMCA
enjoy working with children and adults
like myself.

My husband was ill at home for many
before he passed. We had to make many
to keep him home as long as we could. It
it and it also made things easier for me to

I have been caring for cancer patients
several years. A very close friend from high
school with me for 9 years, who going through
treatment for lung cancer. She fought a good fight
passed away in April of this year. My sister in
law breast cancer, I cared for her for several years
was lungs, well but her cancer came back, and
away a few weeks ago. I am now caring for a
friend from church, she is 88 years old. She is suffering from
cancer. I took her to doctor appointments and to
transfusion.

Just Edward my neighbor from World A Bell.
was moving soon. He had a little about town
and asked if I would be interested in taking the
and I said I would.

RESOLUTION NO: 15-51

A RESOLUTION APPOINTING JULIE ROSE TO THE VERTRANS
COMMISSION TO SERVE THE REMAINDER OF A THREE-YEAR TERM.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Julie Rose is hereby appointed to the Veterans Commission to serve the remainder of a three-year term, terminating on April 2, 2018 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

September 26, 2015

Z:\CITYDOCS\RESOLUTN\15-51 J Rose Veterans Commission 2015.doc

Julie Rose
844 Edgewood Dr.
Arnold, MO 63010
314-712-0051

I went to College for Dental Assisting at Meremac in St. Louis which I worked in for 30 years, then I started having pain and was diagnosed with Fibromyalgia and I am on disability now. I was working as the Assistant to the Department Treasurer, this was before my Sister Debbie Miller passed away. I still help my Dad out 2 days a week with my Mother Betty who has Dementia and Alzheimer's disease.

I cannot physically walk or stand for a very long length of time and since I love to make cards, pass-a-longs and magnets. I have volunteered my services to the Ladies Auxiliary VFW make cards and pass-a-longs for the Veteran's homes located in Cape Girardeau, St. James and also a Troop stationed in Korea. I like doing these things for the Veterans who gave so much for me. I know Freedom is Not Free.

I started working the Bingo Kitchen at age 12. When I turned 16 I joined the Ladies Auxiliary VFW on the eligibility of my Father Leroy who was in the Korean War and Vietnam. I have been a member of the Ladies Auxiliary VFW for 33 years now.

Currently I hold the Office of District Treasurer and Membership Chairman. I have been the District Treasurer for 2 years now. The District Membership Chairman for 3 years and was the District Hospital Chairman 2 years. (The last year I was also the Auxiliary Hospital Chairman.) I have also been the District Banner Bearer and Auxiliary Color Bearer number 3.

When I was younger I would hand out Buddy Poppies at the local Super Market and have received several awards. I made calls for the Membership Chairman for years and also made calls for cakes when the Annual Flea Market came up.

Thank you for this opportunity,

Sincerely,

Julie Rose

PAYROLL

&

**ACCOUNTS
PAYABLE**

WARRANTS

CITY OF ARNOLD PAYROLL WARRANT

PAYROLL PERIOD ENDED: 8/28/15
PAYCHECKS DATED: 9/2/15

PAYROLL WARRANT NUMBER: 1220
PAYROLL NUMBER: 2015-18

DETAIL OF GROSS PAYROLL

REGULAR	203,506.83
REGULAR- P.T.	18,542.44
HOLIDAY	-
VACATION	8,904.54
SICK	2,646.50
OVERTIME	6,442.28
OVERTIME - P.T.	-
PERSONAL TIME	164.40
HOLIDAY PAY	-
LONGEVITY	4,585.15
COMP TIME	2,875.23
FUNERAL LEAVE	543.36
MILITARY LEAVE	-
ON-CALL	331.40
VEHICLE	200.00
SECONDARY REGULAR-Swim	495.00
PHONE ALLOWANCE/IPAD	-
CLOTHING ALLOWANCE	466.64
LOCK-IN REC CENTER	20.44
TOTAL GROSS PAY	<u>249,724.21</u>
PAYROLL SUMMARY	
GROSS PAY	249,724.21
DEDUCTIONS	80,428.74
NET PAY	<u>169,295.47</u>

DETAIL OF DEDUCTIONS WITHHELD

FICA/MEDICARE	18,323.59
FEDERAL	27,611.39
STATE	10,451.00
LOCAL	114.52
POLICE PENSION	8,838.61
GARNISHMENT	1,309.50
VOYA ING	2,954.20
ICMA	(81.33)
VISION	895.52
SUPPLEMENTAL LIFE	301.20
SHORT TERM DISABILITY	164.42
FLEX SPENDING	2,004.84
DEPENDENT CARE	76.92
HEALTH INS-EMPLOYEE COST	6,491.47
REC MEMBERSHIP	340.76
AFLAC	567.43
DENTAL	-
LEISURE PASS	-
HEALTH INS-SPOUSE	-
BANKRUPTCY PAY	-
GOLF MEMBERSHIP	-
IPAD PAY	-
DATA PLAN	-
Washington Nat'l	64.70
TOTAL DEDUCTIONS	<u>80,428.74</u>

I certify the monies referenced by this warrant are due and owing by the City of Arnold.

DATE _____ CITY CLERK _____

The warrant has been approved by the Council of the City of Arnold.

DATE _____ MAYOR _____

I certify that cash is available from the appropriate fund for payment of this warrant.

DATE _____ TREASURER _____

CITY OF ARNOLD PAYROLL 2015-18
DETAIL OF OVERTIME BY DEPARTMENT P/R P/E 8/28/2015

<u>DEPARTMENT</u>	<u>TOTAL OVERTIME</u>
IT DEPT	
GEN & ADM	
MAYOR/PARKS	
ADMINISTRATOR	
TOURISM	
FINANCE	
CLERK/COLLECTOR	
PLANNING	
POLICE	5,294.11 DEA Wire Tap, DWI Checkpoint, Traffic Grant
DISPATCHERS	554.44 Scheduled Overtime
BUILDING	
PUBLIC WORKS	
FLEET	
STREET	504.89 Clean Stream
PARKS	
RECREATION	
HEALTH	
RABIES	88.84 Clean Pound/call out
GOLF	
SEWER	
STORMWATER	
PARKS PT EMPLOYEE	
TOTAL	6,442.28

CITY OF ARNOLD PAYROLL WARRANT

PAYROLL PERIOD ENDED: 08/28/15
 PAY CHECKS DATED: 09/02/15

PAYROLL WARRANT NUMBER : 1220
 PAYROLL NUMBER: 2015-18

DETAIL OF OVERTIME COSTS

NAME	HOURS	COSTS
W Bonsack	8.00	402.12
T Burton	2.50	105.34
J Clouse	8.50	276.55
J Cobb	6.00	211.05
D. Gierer	3.50	148.94
J. Gorenstein	8.50	344.51
M Herold	6.50	200.36
J. Jones	4.00	182.40
E Klutho	6.00	252.81
J. Lambrich	6.50	222.11
t. Leassner	4.00	201.06
K. Lucas	6.00	262.98
Z Rackovan	16.00	661.44
J. Sikes	7.00	328.44
M Stivers	4.00	165.36
J Valentine	14.00	589.89
R Wieland	11.25	588.09
B Wilson	4.00	150.66
G. Brown	3.00	92.39
T Doutre	3.00	76.37
J Holjevic	3.00	92.39
M Ruiz	5.50	169.37
J. Willaims	5.50	123.92
G Pickrell	2.50	74.03
J. Preis	0.50	14.81
T Herrel	7.50	233.21
D. Kuenzle	8.00	271.68

DETAIL OF ON-CALL COSTS

NAME	HOURS	COSTS
G Pickrell	4.00	78.96
S Montgomery	4.00	90.56
J. Preis	4.00	78.96
M Bonnot	4.00	82.92
Total		331.40

DETAIL OF OVERTIME COSTS

NAME	HOURS	COSTS
Sub-Police		5,294.11
Sub-Dispatch		554.44
Sub-Rabies		88.84
Sub-Streets		504.89

TOTAL 6,442.28

CITY OF ARNOLD GENERAL WARRANT

WARRANT NO: 5650

WARRANT DATE: September 17, 2015

	General Fund	Tourism Fund	Sewer Fund	Rec Center Fund	Golf Course Fund	Stormwater Fund	Totals
Manual checks	242,691.33	8,624.71	(34.30)	31,340.43	2,513.23	157.49	285,292.89
System checks	460,100.83	20,350.00	684.00	139,287.03	18,881.37	4,333.71	643,636.94
	<u>702,792.16</u>	<u>28,974.71</u>	<u>649.70</u>	<u>170,627.46</u>	<u>21,394.60</u>	<u>4,491.20</u>	<u>928,929.83</u>

I certify this warrant has been approved by the Council of the City of Arnold.

Date _____ City Clerk _____

I certify this warrant has been approved by the Council of the City of Arnold.

Date _____ Mayor _____

I certify that cash is available from the appropriate fund for payment of this warrant.

Date _____ Treasurer _____

Account Coding

Services:

43110 legal
43120 engineering
43130 financial
43140 medical
43150 election fees
43160 park programs
43170 web site
43180 municipal judge
43190 prosecutor
43220 trash hauling
43240 data processing
43250 MSD treatment
43260 grass mowing services
43270 temporary personnel
43280 pool management
43290 miscellaneous
43295 street repairs

Specialties:

43310 utility tax rebates
43330 trash rebate

Staff Development:

44110 travel & lodging
44130 mileage
44140 seminars
44150 memberships
44160 education
44170 special events

Supplies:

45010 advertising
45090 equipment rental
45106 bday party supplies
45110 general operating
45112 maintenance supplies
45115 road projects
45118 stormwater projects
45120 pool
45130 concessions
45131 beer
45135 merchandise for resale
45140 detective bureau
45141 investigative fund
45145 crime prevention
45147 DARE expenditures
45150 uniforms
45160 janitorial
45170 K-9 police dog
45180 jail
45190 other

Office Expenses:

45210 printing
45220 postage
45230 copier supplies
45240 subscriptions
45250 expendable equip
45270 microfilm supplies
45290 office supplies

Vehicles:

45310 gas & oil
45320 maintenance

Telephone:

46110 regular service
46130 long distance
46140 cellular
46145 car cell phones
46150 pagers

Utilities:

46210 electric
46220 gas
46230 water
46240 sewer

Maintenance:

46410 buildings
46420 technical equipment
46430 office equipment
46480 sewer repairs
46530 sewer deductible

Tourism Expenses

47510 Arnold Days
47515 July 4th
47525 Signage & Advertising
47530 Radio/Television
47535 Park Outdoor Concerts
47540 Rickman Series
47545 Green Thumb
47553 Elvis
47556 Gobble Run
47575 Miscellaneous

Asset Purchases:

49130 land & buildings
49132 Greenway Plan
49140 office equipment
49150 vehicles
49160 technical equipment

Department Numbers

035 TOURISM COMMISSION
105 GENERAL/ADMIN
110 MAYOR
115 Information Technology
120 COURT
130 CITY ADMINISTRATOR
140 TREASURER
150 FINANCE
160 CLERK/COLLECTOR
180 ATTORNEY
190 ELECTIONS
191 PLANNING
210 POLICE
220 POLICE BOARD
230 DISPATCH
240 BUILDING COMMISSION
250 DRUG FORFEITURE
310 PUBLIC WORKS
315 FLEET
320 HWY & STREET
330 PARKS/RECREATION
340 RECREATION CENTER
410 HEALTH
420 RABIES
440 GOLF COURSE
450 VECTOR
460 SOLID WASTE
470 SEWER
480 STORMWATER

Disbursement Accounts

00 - General Fund
25 - Drug Forfeiture
35 - Tourism Fund
41 - Sewer Fund
43 - Rec Center Fund
44 - Golf Course Fund
48 - Stormwater Fund

SPI
DATE: 09/11/2015
TIME: 15:38:58

CITY OF ARNOLD
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date>'20150903 00:00:00.000'
ACCOUNTING PERIOD: 1/16

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	82501	09/04/15	B0510	BRADFORD BASLER	191	45115	TEMP CONST EASEMENT	0.00	1,951.00
10111	82502	09/04/15	C0266	CHARTER COMMUNICATI	105	46110	CWS - 9/3-10/2	0.00	240.05
10111	82503	09/04/15	F0001	FAMILY SUPPORT PAYM	00	20310	CV3034593DR PE 8/28	0.00	225.00
10111	82503	09/04/15	F0001	FAMILY SUPPORT PAYM	00	20310	10SLDR00139 PE 8/28	0.00	250.00
10111	82503	09/04/15	F0001	FAMILY SUPPORT PAYM	00	20310	41203934 PE 8/28	0.00	309.50
10111	82503	09/04/15	F0001	FAMILY SUPPORT PAYM	00	20310	11JEDR00319 PE 8/28	0.00	300.00
TOTAL	CHECK								1,084.50
10111	82504	09/04/15	J0031	JOHNNY ON THE SPOT	330	45090	JOHNNY ON THE SPOT	0.00	126.00
10111	82504	09/04/15	J0031	JOHNNY ON THE SPOT	330	45090	ADA UNIT FARMER'S M	0.00	120.00
TOTAL	CHECK								246.00
10111	82505	09/04/15	R0007	RECORDER OF DEEDS	160	43110	LIEN FEES	0.00	48.00
10111	82506	09/04/15	S0490	STATE DISBURSEMENT	00	20310	C02669699 PE 8/28	0.00	225.00
10111	82507	09/04/15	V0039	VANTAGE POINT TRANS	00	22020	ICMA PE 8/28	0.00	90.00
10111	82509	09/11/15	A0272	A T & T MOBILITY	420	46140	SERVICE 7/24-8/23	0.00	68.72
10111	82509	09/11/15	A0272	A T & T MOBILITY	450	46140	SERVICE 7/24-8/23	0.00	68.72
10111	82509	09/11/15	A0272	A T & T MOBILITY	240	46140	SERVICE 7/24-8/23	0.00	137.44
TOTAL	CHECK								274.88
10111	82510	09/11/15	A0272	A T & T MOBILITY	330	46140	SERVICE 7/24-8/23	0.00	146.41
10111	82511	09/11/15	A0272	A T & T MOBILITY	310	46140	SERVICE 7/24-8/23	0.00	152.90
10111	82511	09/11/15	A0272	A T & T MOBILITY	315	46140	SERVICE 7/24-8/23	0.00	114.33
10111	82511	09/11/15	A0272	A T & T MOBILITY	320	46140	SERVICE 7/24-8/23	0.00	334.53
TOTAL	CHECK								601.76
10111	82512	09/11/15	L0223	THOMAS & PATRICIA L	191	45115	TEMP EASEMENT	0.00	502.00
10111	82515	09/11/15	L0118	LOWE'S	330	45250	TIE DOWNS	0.00	14.88
10111	82515	09/11/15	L0118	LOWE'S	105	46110	PARTS FOR FOUNTAIN	0.00	67.98
10111	82515	09/11/15	L0118	LOWE'S	330	45110	ROOF FELT	0.00	13.01
10111	82515	09/11/15	L0118	LOWE'S	105	45250	SAW BLADES, CLAW BA	0.00	49.75
10111	82515	09/11/15	L0118	LOWE'S	410	49130	RIEVETS, COMPRTMNT S	0.00	9.08
10111	82515	09/11/15	L0118	LOWE'S	330	45250	HOSE	0.00	27.87
10111	82515	09/11/15	L0118	LOWE'S	105	46410	MULCH	0.00	92.90
10111	82515	09/11/15	L0118	LOWE'S	330	45110	WEED KILLER	0.00	54.35
10111	82515	09/11/15	L0118	LOWE'S	330	45250	2 GAL TANK SPRAYER	0.00	14.87
10111	82515	09/11/15	L0118	LOWE'S	105	46410	MULCH	0.00	30.97
10111	82515	09/11/15	L0118	LOWE'S	330	45250	JAB SAW, POINT BIT	0.00	35.87
10111	82515	09/11/15	L0118	LOWE'S	330	45250	DREMEL TOOL	0.00	92.17
10111	82515	09/11/15	L0118	LOWE'S	410	49130	PAINT, BRUSHES	0.00	58.75
10111	82515	09/11/15	L0118	LOWE'S	410	49130	LACQUER, BUCKET, W/PI	0.00	57.31
10111	82515	09/11/15	L0118	LOWE'S	105	46410	MULCH	0.00	15.48
10111	82515	09/11/15	L0118	LOWE'S	330	45110	STEM CASTER, HEX NU	0.00	24.62
10111	82515	09/11/15	L0118	LOWE'S	320	46410	RETURN LIGHTS	0.00	-94.98
10111	82515	09/11/15	L0118	LOWE'S	105	46410	VELCRO STRIPS	0.00	3.69

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CITY OF ARNOLD
CHECK REGISTER - BY FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.trans_date>'20150903 00:00:00.000'
ACCOUNTING PERIOD: 1/16

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	150555	09/02/15	P0014	PUBLIC WATER DISTRI	330	46230	1840 OL LMY FRY 7/8	0.00	42.51
10111	150555	09/02/15	P0014	PUBLIC WATER DISTRI	330	46230	1828 OL LMY FRY 7/8	0.00	26.73
10111	150555	09/02/15	P0014	PUBLIC WATER DISTRI	330	46230	1824 OL LMY FRY 7/8	0.00	13.95
TOTAL CHECK								0.00	83.19
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 00	20370	HEALTH INSURANCE 9/	0.00	98,210.07
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 00	20190	COBRA INSURANCE 9/1	0.00	522.30
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 110	42210	EMPLOYER PART OF INC	0.00	24.87
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 115	42210	EMPLOYER PART OF INC	0.00	41.65
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 120	42210	EMPLOYER PART OF INC	0.00	120.64
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 130	42210	EMPLOYER PART OF INC	0.00	85.19
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 150	42210	EMPLOYER PART OF INC	0.00	170.38
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 160	42210	EMPLOYER PART OF INC	0.00	120.64
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 191	42210	EMPLOYER PART OF INC	0.00	110.06
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 210	42210	EMPLOYER PART OF INC	0.00	1,998.37
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 230	42210	EMPLOYER PART OF INC	0.00	251.19
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 240	42210	EMPLOYER PART OF INC	0.00	136.78
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 310	42210	EMPLOYER PART OF INC	0.00	107.98
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 315	42210	EMPLOYER PART OF INC	0.00	85.19
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 320	42210	EMPLOYER PART OF INC	0.00	263.62
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 330	42210	EMPLOYER PART OF INC	0.00	216.08
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 410	13003	EMPLOYER PART OF INC	0.00	679.90
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 420	42210	EMPLOYER PART OF INC	0.00	24.87
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 420	42210	EMPLOYER PART OF INC	0.00	70.26
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 00	13006	EMPLOYER PART OF INC	0.00	66.52
10111	160001	09/02/15	A0341	ANTHEM BLUE CROSS	B 00	13005	EMPLOYER PART OF INC	0.00	176.77
TOTAL CHECK								0.00	103,483.33
10111	160002	09/04/15	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 8/	0.00	176.00
10111	160002	09/04/15	M0035	MISSOURI DEPARTMENT	150	43290	FILING FEE	0.00	0.50
TOTAL CHECK								0.00	176.50
10111	160003	09/03/15	E0007	EFTPS	00	20210	FED WITHHLDNG PE 8/3	0.00	541.62
10111	160003	09/03/15	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 8/	0.00	1,097.75
TOTAL CHECK								0.00	1,639.37
10111	160004	09/09/15	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 8/	0.00	10,231.00
10111	160004	09/09/15	M0035	MISSOURI DEPARTMENT	150	43290	STATE FILING FEE	0.00	0.50
TOTAL CHECK								0.00	10,231.50
10111	160005	09/08/15	E0007	EFTPS	00	20210	FED WITHHLDNG PE 8/2	0.00	26,852.70
10111	160005	09/08/15	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 8/	0.00	35,976.88
TOTAL CHECK								0.00	62,829.58
10111	160006	09/10/15	I0008	IAGERS	00	20360	EMPLOYEE CNTRB 8/15	0.00	42,608.08
10111	160009	09/02/15	V0092	VOYA	00	22030	EMPLOYEE CNTRB PE 8/	0.00	2,904.20
TOTAL CASH ACCOUNT								0.00	241,778.27
10131	160007	09/01/15	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBUR	0.00	367.97

SPI
DATE: 09/11/2015
TIME: 15:38:58

CITY OF ARNOLD
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.trans_date>'20150903 00:00:00.000'
ACCOUNTING PERIOD: 1/16

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10131	160008	09/08/15	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBUR	0.00	545.09
TOTAL CASH ACCOUNT								0.00	913.06
TOTAL FUND								0.00	242,691.33

SPI
 DATE: 09/11/2015
 TIME: 15:35:51
 SELECTION CRITERIA: transact_disp_fund='00'

CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 09/17/2015
 CITY OF ARNOLD

PAGE NUMBER: 1
 ACCTPAST1
 ACCOUNTING PERIOD: 1/16

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
B0002	320	45110		576712	14.09	7/16 X 12 X 16
84 LUMBER	320	45110		576850	70.45	7/16 X 12 X 16
TOTAL CHECK				576852	14.56	STRETCH CORDS
					99.10	
A0178	105	46110		082515	318.21	CRCT TO PW 8/25-9/24
A T & T					318.21	
TOTAL CHECK						
A0116	240	43265	150730	7110	50.00	GRASS CUTTING AT 2381 LEE
ACTION LANDSCAPING INC	240	43265	150734	7111	50.00	GRASS CUTTING 2917 TENBRO
	240	43265	150750	7112	150.00	CUT 2920 TENBROOK PARK DR
	240	43265	150750	7113	150.00	CUT 844 SUN VALLEY SOUTH
	240	43265	150750	7114	150.00	CUT 2348 SUMMIT
TOTAL CHECK					550.00	
A0030	420	45110		AUG 2015	315.00	SERVICES 8/15
ANIMAL CARE SERVICE INC					315.00	
TOTAL CHECK						
A0354	191	45250	150772	1800540183	732.95	IPAD FOR GIS LOCATES OF C
APPLE STORE-WEST COUNTY					732.95	
TOTAL CHECK						
A0101	105	45160		0160978	52.37	MATS, MOPS, TOWELS
AUS ST LOUIS MC LOCKBOX	330	45150		0160979	22.56	UNIFORMS
	330	45160		0160979	2.16	MATS
	320	45150		0160980	64.25	UNIFORMS
	420	45150		0160981	13.80	UNIFORMS
	315	45110		0160982	6.90	SHOP TOWELS
	315	45150		0160982	16.50	UNIFORMS
	310	45150		0160983	12.71	UNIFORMS
	310	45160		0160983	36.39	MATS, MOPS, TOWELS
	105	45160		0186430	52.37	MATS, MOPS, TOWELS
	330	45150		0186431	22.56	UNIFORMS
	330	45160		0186431	2.16	MATS
	320	45150		0186432	64.25	UNIFORMS
	420	45150		0186433	13.80	UNIFORMS
	315	45110		0186434	6.90	SHOP TOWELS
	315	45150		0186434	16.50	UNIFORMS
	310	45150		0186435	12.71	UNIFORMS
	310	45160		0186435	36.39	MATS, MOPS, TOWELS
TOTAL CHECK					455.28	
A0035	420	45110		560836	177.11	EXAM, MEDS - KITTEN
ARNOLD ANIMAL HOSPITAL	420	45110		560974	35.00	RABIES SHOTS
TOTAL CHECK				561192	43.80	DRUGS, EUTHANASIA
					255.91	
A0371	00	20140		082815	35.00	RESTITUTION
ARNOLD EAGLES					35.00	
TOTAL CHECK						

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A0092	110	45210		15285	85.00	CARDS-COOLEY, AMATO
	120	45285		15285	119.00	MUNICIPAL AGREEMENTS
A PRINTING INC	315	45110		15285	3.00	10" BLOCK NUMBERS
	420	45210		15285	72.00	CARDS-DREIS, PICKRELL
	105	45210		15285A	995.00	EMPLOYEE BENEFIT BROCHURE
TOTAL CHECK	210	45210		150741	710.00	POLICE OFFICER EMPLOYMENT
				15285B	1,984.00	
A0082	320	45110		353300	738.00	CONCRETE FOR REMAINDER OF
ARNOLD READY MIX	320	45110		353301	285.00	CONCRETE FOR REMAINDER OF
	320	45110		353302	2,255.00	CONCRETE FOR REMAINDER OF
	320	45110		353303	2,009.00	CONCRETE FOR REMAINDER OF
	320	45110		353304	1,849.00	CONCRETE FOR REMAINDER OF
TOTAL CHECK	320	45110		150347	244.00	CONCRETE FOR REMAINDER OF
				150347	7,380.00	
A0111	115	43240		160031	5,250.00	ANNUAL CITYWORKS MAINTENA
AZTEGA SYSTEMS	TOTAL CHECK			11049	5,250.00	
B0427	330	44150		26913618	335.00	MEMBERSHIP 9/15-8/16
BMI	TOTAL CHECK			082515	335.00	
B0511	00	32270			110.00	RTRN CAT ADOPTION FEE
RICHARD BOYER	TOTAL CHECK			66913	110.00	
C0004	120	43180			2,000.00	SRRVCS 8/15
CAPIES SOKOL GOODMAN & SARACH	TOTAL CHECK			0034-8/15	2,000.00	
C0250	320	45150			159.99	BOOTS-BONNOT
CARD SERVICES	TOTAL CHECK			0169-8/15	159.99	
C0250	210	45180		0169-8/15	220.00	CUSTOM MAT-JAIL
CARD SERVICES	315	45250		0169-8/15	69.98	BATTERIES FOR JUMPER
TOTAL CHECK	410	45320		0169-8/15	163.70	GRILL FOR TRUCK 202
C0250	410	49130		0177-8/15	453.68	
CARD SERVICES	TOTAL CHECK			090315	277.06	SOFFIT, FACIA, J CHAN
C0446	105	45220		090315	277.06	
TAMMI CASEY, BETTY CASH	105	45290		090315	2.37	POSTAGE DUE
	110	44170		090315	7.52	MEETING SUPPLIES
	160	45290		090315	2.98	PROCLAMATION FRAMES
	191	44140		090315	2.24	POST IT PAGE MARKERS
	191	45110		090315	15.00	D REDHEAD CHMBR BRKFS
	191	45110		090315	7.50	PLAT COPIES
TOTAL CHECK	240	46140		090315	10.89	CELL CASE
					48.50	

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C0051 CIRCLE K TOTAL CHECK	00	20140		082715	79.01	RESTITUTION
C0270 COLUMBIA TREE SERVICE INC TOTAL CHECK	330	45110	150759	082815	1,250.00	TAKE DOWN 5+ TREES AT VAR
D0232 DAJ GLASS & SIGN TOTAL CHECK	410	49130		104023S	180.00	4 SMALL WINDOW DECALS
D0009 PAUL D'AGROSA TOTAL CHECK	180	43190		090115	2,000.00	SERVICE 9/15
D0273 DEAN ROBINSON EXCAVATING INC TOTAL CHECK	00	32280		090315	50.00	RFND DRIVEWAY PERMIT
D0005 DEPARTMENT OF PUBLIC SAFETY TOTAL CHECK	00	20181		091015	497.00	POST FUND 8/15
D0114 DIERBERGS MARKETS TOTAL CHECK	105	43290		4082815	72.94	PLANT-B ZOELLNER
D0261 DISCOVERY FIRST AID & TOTAL CHECK	310 315	45110 45110		45007 45008	115.60 54.10 169.70	SPOCK 1ST AID KIT SPOCK 1ST AID KIT
E0024 EASTER FENCE INC TOTAL CHECK	330	45110	150729	1820/1	1,428.85	34 SPLIT RAIL 10FT SECTIO
E0006 ECONOMIC DEVELOPMENT CORP TOTAL CHECK	105	44150	160072	2015010-9/15	1,663.75	CITY MEMBERSHIP FEE FY16
E0011 ERB EQUIPMENT TOTAL CHECK	320	45320		86999	283.07	REPLACE TIRE - 346
E0042 ESRI TOTAL CHECK	115	43240	160003	93001044	5,555.00	ANNUAL MAINTENANCE CONTRA
F0056 FASTENAL TOTAL CHECK	105	46410		MOSR640649	9.24	DRILL BITS, SFTY GLSS

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G0104	210	45320		604876	122.26	BRAKES MC #1
GATEWAY HARLEY-DAVIDSON/BUEL	210	45320	160023	604993	522.15	REPLACE REAR BRAKE & CLUT
TOTAL CHECK					644.41	
G0013	410	49130		9823742086	134.73	POST SLEEVES
WM GRAINGER	315	45250		9827359721	75.43	SLIDE HAMMER UNIT
TOTAL CHECK	105	46410		9831738878	26.16	FLOODLIGHTS
					236.32	
H0341	00	32186		090215	15.00	RFND MECH LICENSE
HARSTER HEATING & AIR CONDIT						
TOTAL CHECK					15.00	
H0280	330	45110		10891	2,339.60	49 ROLLS & 2 PALLETTS SOD
HEARLAND TURF FARMS INC	330	45110	150762	10913	2,339.60	49 ROLLS & 2 PALLETTS SOD
TOTAL CHECK	330	45110	150762	10951	-640.00	49 ROLLS & 2 PALLETTS SOD
					4,039.20	
H0350	00	20122		63976400	564.90	300 PIECES OF 1/2 INCH X
HOLT ELECTRICAL SUPPLIES	105	46410	150769	6399001	27.50	BULBS - FOUNTAIN
TOTAL CHECK	105	46410		64042101	77.36	TRANSFORMER, BULB-FNTM
					669.76	
H0009	320	45310		866-9/15	1,020.38	GAS FOR FY 16
HOME SERVICE OIL CO			160060			
TOTAL CHECK					1,020.38	
H0318	310	43120		845176317	6,248.67	MELODY LN 7/17-8/14
HURST-ROSCHKE ENGINEERS INC						
TOTAL CHECK					6,248.67	
I0005	210	43240		R2015-4997	70,530.00	ANNUAL MAINTENANCE CONTRA
INFORMATION TECHNOLOGIES INC			160025			
TOTAL CHECK					70,530.00	
J0003	315	45110		569964	6.43	PAG OIL,
JEPERSON COUNTY AUTO PARTS	320	45320		570612	276.24	SCREW POST BATTERY
	320	45320	150758	570667	320.81	FRONT BRAKE ROTORS, GREAS
	310	45320		570824	57.59	SPARK PLUG, COIL ASSY
	210	45320		570900	125.51	BRAKE ROTOR, B//SHOE
	320	45320		570915	-276.24	BATTERY WARRANTY
	320	45320		571088	60.62	BRK CNTRL
	210	45320	150761	571691	341.08	REPLACE AC COMPRESSOR CAR
	320	45320		571727	216.40	STR MTR AS
	330	45320		571731	5.80	OIL
	320	45320		572085	24.80	HOSE OIL, FITTING
	320	45320		572124	-210.60	RTRN STR MTR AS
	210	45320		572215	135.47	BRAKE ROTOR, B//SHOE
	410	49130		572237	4.74	HARDENER, SPREADER
	320	45320		572490	24.14	SENSOR ASY
	315	45110		572552	38.80	WIPER BLADES
	310	45320		574035	5.93	MOLDING TAPE
TOTAL CHECK					1,157.52	

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J0138	JEFFERSON COUNTY COMMUNITY P	43390	150294	949	1,376.45	JEFFCO EXPRESS 9/14 - 3/1
TOTAL CHECK					1,376.45	
J0008	JEFFERSON COUNTY TREASURER	20180		091015	497.00	BITRD PRSNS 8/15
TOTAL CHECK					497.00	
J0169	JOANN JOEDICKE	32280		090315	50.00	RFND DRIVEWAY PERMIT
TOTAL CHECK					50.00	
K0003	K & K CAR REPAIR	45320		92508	100.00	TOW 310
TOTAL CHECK					100.00	
K0047	K & K SUPPLY	45320		515265	93.15	FIBER EXPANSION, BITS
		45250		516452	119.54	SUBMERSIBLE PUMP
		45110	160026	516562	89.32	EAR PLUGS, SAFTY GLSS
		320		516660	739.50	REBAR
		320		45110	276.27	HARNNESS, GLOVES, LANY
		320		517005	127.20	GLOVES
TOTAL CHECK					1,444.98	
K0226	KAB CONSTRUCTION COMPANY LLC	20162		083115	1,125.00	ESGROW-16 MAXVLL GRDN
TOTAL CHECK					1,125.00	
K0233	KIRKWOOD TRADING COMPANY	43160	150756	15-418	444.60	T-SHIRTS FOR SOCCER TEAMS
TOTAL CHECK					444.60	
K0105	KONITCA MINOLTA BUSINESS SOLU	45230		235765581	76.71	COPIER USAGE 8/15
		45230		235765692	71.84	COPIER USAGE 8/15
		410		235765762	9.67	COPIER USAGE 8/15
		160		235765763	58.54	COPIER USAGE 8/15
		210		235765938	26.75	COPIER USAGE 8/15
		310		235766093	-389.04	COPIER USAGE 8/15
		240		235766094	90.17	COPIER USAGE 8/15
		160		235849973	208.01	COPIER 9/15
		240		235850127	187.15	COPIER 9/15
		410		235850231	131.46	COPIER 9/15
		210		235850325	119.02	COPIER 9/15
		210		45230	187.15	COPIER 9/15
		310		235850501	187.15	COPIER 9/15
		310		235850502	187.15	COPIER 9/15
		105		235850593	259.51	COPIER 9/15
TOTAL CHECK					1,224.09	
L0044	LEADER PUBLICATIONS	45210	150245	108014	1,086.00	MONTHLY ARNOLD UPDATE NOV
TOTAL CHECK					1,086.00	
L0072	LEADS ONLINE LLC	45140	160007	232851	1,428.00	ANNUAL SERVICE CONTRACT F
TOTAL CHECK					1,428.00	

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M0593	310	45115	150452	7415	276,833.33	MICHIGAN AVENUE RECONSTRU
JM MARSCHUETZ CONSTRUCTION C					276,833.33	
TOTAL CHECK						
M0599	00	32280		083115	50.00	RFND DRVMY PERMIT
ANDREW MARTIN					50.00	
TOTAL CHECK						
M0598	00	32280		083115	50.00	RFND DRIVEWAY PERMIT
KRISTOPHER T MEHRTEMS					50.00	
TOTAL CHECK						
M0500	105	43140		266005	46.00	DRUG SCREEN
MERCY CORPORATE HEALTH					46.00	DRUG SCREEN
	105	43140		266040	46.00	DRUG SCREEN
	105	43140		266041	76.00	DRUG/ALCOHOL SCREEN
	105	43140		266042	46.00	DRUG SCREEN
	105	43140		266045	76.00	DRUG/ALCOHOL SCR
	105	43140		266094	46.00	DRUG SCREEN
	105	43140		266151	76.00	DRUG/ALCOHOL SCREEN
	105	43140		266155	46.00	DRUG SCREEN
	105	43140		266160	46.00	DRUG SCREEN
	105	43140		266343	46.00	DRUG SCREEN
	105	43140		266378	46.00	DRUG SCREEN
	105	43140		266759	101.00	PHYSICAL/DRUG SCREEN
TOTAL CHECK					697.00	
M0031	00	20150		091015	3,536.38	CRIME VICTIM FND 8/15
MISSOURI DEPT OF REVENUE					3,536.38	
TOTAL CHECK						
M0036	210	44150		2995	75.00	J DERODE MEMBERSHIP
MISSOURI POLICE CHIEF'S ASSO					75.00	T LEASSNER MEMBERSHIP
TOTAL CHECK					150.00	
M0432	315	45250	160054	3968330	2,220.00	ANNUAL SOFTWARE UPDATE
MITCHELL 1					2,220.00	
TOTAL CHECK						
M0411	150	44140		200000226	95.00	D LEWIS CONF REGISTR
MOGFOA					95.00	A HOLTSMANN CONF FEE
	150	44150		300000531	50.00	D LEWIS MEMBERSHIP
	150	44150		300000585	50.00	A HOLTSMANN MERSHP
TOTAL CHECK					290.00	
M0041	210	46420		78311333	1,974.00	MAINTENANCE 6/1-5/31
MOTOROLA					1,974.00	
TOTAL CHECK						
M0444	120	44140		090415	125.00	K THIELE CONF REGISTR
MSU					125.00	
TOTAL CHECK					125.00	

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00053	210	45290		362328	8.16	INK PAD
OFFICE SOURCE	105	45290		362923-0	53.33	FOLDERS, STAMP PAD
	210	45290		362923-0	11.86	SEALING TAPE
	210	45290		362923-1	13.62	COPY STAMPS
	240	45290		363028-1	34.65	CUSTOM STAMPS
	210	45290		363144-0	137.03	CD, DVD, TAPE, SCISSOR
TOTAL CHECK	310	45110		363145-0	59.98	PAPER
					318.63	
00039	315	45250		456766	10.98	STAR SOCKETS
O'REILLY AUTO PARTS	210	45320		459716	40.41	WATER PUMP
	315	45110		460124	22.78	OIL FILTERS
	210	45320		460741	113.66	REFLEX SHOCK
TOTAL CHECK	210	45320		461024	-48.44	RETURN WATER PUMP
					139.39	
00005	320	45110		R00518801	199.75	OXYGEN/ACETYLENE TANK
OZ-ARC EQUIPMENT					199.75	
TOTAL CHECK						
P208	330	45110		86022	98.47	ROUND ALUM TUBE
PRODUCTION STEEL					98.47	
TOTAL CHECK						
P0047	320	45320		160033	712.75	TIRE - 305
PURCELL TIRE CO					712.75	
TOTAL CHECK						
R0243	191	44130		080415	8.63	MILEAGE 8/15
DERRICK REDHEAD					8.63	
TOTAL CHECK						
R0009	210	45320		150713	631.46	REPLACING THE INSTRUMENT
REUTHER FORD	210	45320		6113910	145.88	TIRE PRSSR SENSOR
TOTAL CHECK					777.34	
R0002	210	49150		160027	4,230.00	EQUIPMENT FOR NEW PATROL
BD ROHR RADIO COMPANY					4,230.00	
TOTAL CHECK						
R0259	330	45110		150738	732.00	BOX ROOFING 1" NAILS
ROOPERS MART					732.00	
TOTAL CHECK						
R0014	105	45160		160029	414.78	AIR FRESHENER
ROYAL PAPERS INC	105	45160		160029	35.95	CENTER PULL TOWEL
TOTAL CHECK	330	45160		160029	63.85	NITRILE GLOVES
					514.58	
S0020	120	45210		0308902222	69.63	COURT BOND CHECKS
SAFEGUARD BUSINESS SYSTEM					69.63	
TOTAL CHECK						69.63

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S0002	210	45180		708702	100.00	MEALS FOR PRISONERS
SHOP 'N SAVE/SUPERVALU	210	45180		708711	14.00	MEALS FOR PRISONERS
	210	45180		708712	6.79	MEALS FOR PRISONERS
TOTAL CHECK	210	45180		708713	36.00	MEALS FOR PRISONERS
S0567	420	46150		Y33944261	156.79	
SPOK INC					4.56	PAGER 9/15
TOTAL CHECK					4.56	
S0005	191	45110		090315	95.00	BOA HEARING 9/2
CHARMAINE S SPRADLING					95.00	
TOTAL CHECK						
S0191	00	20375		09012015	390.84	SHORT TERM INS 9/15
STANDARD INSURANCE CO	00	20380		09012015	1,547.94	LIFE INS 9/15
TOTAL CHECK	00	20385		09012015	664.40	ADDL LIFE INS 9/15
S0191	00	20340		090115	2,603.18	
STANDARD INSURANCE COMPANY	00	20343		090115	4,494.96	DENTAL INS 9/15
TOTAL CHECK					933.40	VISION INS 9/15
S0040	115	43240	160017	105409	5,428.36	
SUNGARD PUBLIC SECTOR INC					6,260.60	MONTHLY SERVICE - APP HOS
TOTAL CHECK						
S0248	210	45320		261781	74.23	REAR ARM ASSY
SUNSET AUTO COMPANY INC	320	45320		261782	30.47	LAMP ASY
TOTAL CHECK	320	45320		261783	20.51	SPLASH SHIELD
S0017	180	43110		090415	125.21	
ROBERT K SWEENEY, LLC					8,867.85	SERVICES 8/15
TOTAL CHECK					8,867.85	
T0003	115	43240	160059	1150726020	410.55	MONTHLY TELEPHONE MAINTEN
TECH ELECTRONICS	115	43240	160059	1150826313	410.55	MONTHLY TELEPHONE MAINTEN
TOTAL CHECK					821.10	
T0008	320	45110		3700	96.00	MISC SIGNS
TRAFIC CONTROL CO	320	45110		3714	588.42	STOP SIGNS, 4X4 OLRA
TOTAL CHECK	320	45110		3716	381.00	NO PRKG, SCHOOL ZONE
T0034	105	43290		38336700	1,065.42	
UNITED HEALTHCARE	105	43290		38577223	161.70	FSA 7/15
TOTAL CHECK					161.70	FSA 8/15
V0073	180	43110		22714	507.50	
VATTEROT, HARRIS, DEVINE &					507.50	FILE 12882 - 8/15
TOTAL CHECK					507.50	

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V0002	210	46140		9751553681	120.03	SERVICE 8/2-9/1
VERIZON WIRELESS						
TOTAL CHECK					120.03	
W0303	00	20350		P1507379	64.70	CANCER INS 9/15
WASHINGTON NATIONAL INSURANC						
TOTAL CHECK					64.70	
W0272	00	39500		42106708	-497.41	REBATE - 7/15
WEX BANK						
	210	45310		42106708	9,518.12	GAS 8/15
	240	45310		42106708	258.30	GAS 8/15
	310	45310		42106708	142.28	GAS 8/15
	320	45310		42106708	240.51	GAS 8/15
	330	45310		42106708	1,411.33	GAS 8/15
	410	45310		42106708	208.03	GAS 8/15
	420	45310		42106708	140.96	GAS 8/15
TOTAL CHECK					11,422.12	
W0274	191	43120		10-1994	431.25	GIS UPDATES
WIND ENVIRONMENTAL SERVICES						
TOTAL CHECK					431.25	
W0004	240	45110		235999	4.00	MONTHLY SERVICE CONTRACT
WIRELESSUSA						
	420	45110		236000	5.00	MONTHLY SERVICE CONTRACT
	210	46420		236001	368.00	MONTHLY SERVICE CONTRACT
	310	45110		236002	25.00	MONTHLY SERVICE CONTRACT
	320	45110		236003	85.00	MONTHLY SERVICE CONTRACT
	210	45320		236075	59.26	FUSE, HOLDER
TOTAL CHECK					546.26	
W0018	410	49130		30024	195.00	3 1/2 X 5' SCH 40 PIP
WOOD SMITH STEEL SUPPLY						
TOTAL CHECK					195.00	
TOTAL CASHABLE CHECKS					460,100.83	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					460,100.83	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 89						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

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FUND - 35 - TOURISM FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	82518	09/11/15	K0088	KMOV	035	47562	GREAT DAY SEGMENTS	0.00	8,500.00
10111	82519	09/11/15	L0118	LOWE'S	035	47510	MKING PNT, CAUTION	0.00	62.47
10111	82519	09/11/15	L0118	LOWE'S	035	47510	MULCH, CABLE TIES	0.00	62.24
TOTAL CHECK								0.00	124.71
TOTAL CASH ACCOUNT								0.00	8,624.71
TOTAL FUND								0.00	8,624.71

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PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
D0263	035	47510	160012	082515	750.00	FINAL BALANCE FOR BLUE ST
BRYAN DIETZ					750.00	
TOTAL CHECK						
F0190	035	47510	160011	082615	1,700.00	FINAL BALANCE FOR ROCK CL
FISCHER KIDDLE RIDES LLC					1,700.00	
TOTAL CHECK						
G0120	035	47510		15-039F	12,500.00	FINAL-9/19 DISPLAY
GATEWAY PYROTECHNIC PRODUCTI					12,500.00	
TOTAL CHECK						
H0353	035	47510	160055	4731	2,000.00	CATFISH FOR ARNOLD DAYS T
HARRISON FISHERY INC					2,000.00	
TOTAL CHECK						
H0352	035	47510	160010	081115	1,400.00	FINAL BALANCE FOR JOHNNY
KEVIN HEIDBREDER					1,400.00	
TOTAL CHECK						
T0209	035	47510	160009	081115	2,000.00	FINAL BALANCE FOR PERFORM
THAT 80'S BAND					2,000.00	
TOTAL CHECK						
TOTAL CASHABLE CHECKS					20,350.00	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					20,350.00	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 6						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

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FUND - 41 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
10111	29741	V 05/21/15	P0286	PACE PROPERTIES	41	37020	RFPD OVRPD SEWER	0.00	-146.00	
10111	29855	09/04/15	G0220	KATHY GAHR	41	37020	RFPD OVRPD SEWER	0.00	111.70	
TOTAL CASH ACCOUNT									0.00	-34.30
TOTAL FUND									0.00	-34.30

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
A0377	41	37020	091115	146.00	RFND OVRPD SEWER
ARNOLD PARK MALL ASSOCIATES					
TOTAL CHECK				146.00	
C0446	470	45320	090315	11.00	LOST VEHICLE TITLE
TAMMI CASEY, PETTY CASH					
TOTAL CHECK				11.00	
W0307	41	37020	090815	527.00	RFND OVRPD SEWER BILL
LLOYD WATSON					
TOTAL CHECK				527.00	
TOTAL CASHABLE CHECKS				684.00	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				684.00	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 3					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

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FUND - 43 - RECREATION CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	7407	09/01/15	W0306	JACQUELINE WAUDA	43	37080	REIMBURSE OVRCHRG	0.00	804.00
10111	7407	09/01/15	W0306	JACQUELINE WAUDA	340	43133	REFUND NSF FEES	0.00	27.50
TOTAL	CHECK							0.00	831.50
10111	7433	09/04/15	M0222	MISSOURI AMERICAN W	340	46240	1695 MO ST - OUTDOO	0.00	76.25
10111	7434	09/11/15	A0272	A T & T MOBILITY	340	46140	SERVICE 7/24-8/23	0.00	75.71
10111	7435	09/11/15	L0118	LOWE'S	340	45112	PAINT, GOGGLES, BRU	0.00	57.11
10111	7435	09/11/15	L0118	LOWE'S	340	45250	24" DRUM FAN	0.00	120.10
10111	7435	09/11/15	L0118	LOWE'S	340	45112	SHUT DOWN SUPPLIES	0.00	56.12
10111	7435	09/11/15	L0118	LOWE'S	340	45112	SHUTDOWN SUPPLIES	0.00	77.83
10111	7435	09/11/15	L0118	LOWE'S	340	45112	SHUTDOWN SUPPLIES	0.00	14.38
10111	7435	09/11/15	L0118	LOWE'S	340	45112	CAULK, TARP, WINDEX	0.00	50.73
10111	7435	09/11/15	L0118	LOWE'S	340	45160	CLEANER	0.00	18.58
10111	7435	09/11/15	L0118	LOWE'S	340	45112	PIC HNGR, STORAGE B	0.00	48.35
TOTAL	CHECK							0.00	443.20
10111	150556	09/02/15	A0178	A T & T MISSOURI	340	46110	314A070699 8/3-9/2	0.00	1,005.12
10111	150557	09/01/15	A0018	AMERENUE	340	46210	1695 MO ST 7/19-8/1	0.00	25,663.57
10111	150558	08/31/15	M0021	MISSOURI NATURAL GA	340	46220	1695 MO ST8/20/14-8	0.00	737.36
10111	150559	09/10/15	P0014	PUBLIC WATER DISTRI	340	46230	1695 MO ST 7/10-8/1	0.00	1,478.86
10111	150559	09/10/15	P0014	PUBLIC WATER DISTRI	340	46230	1695 MO ST 7/10-8/1	0.00	1,028.86
TOTAL	CHECK							0.00	2,507.72
TOTAL	CASH ACCOUNT							0.00	31,340.43
TOTAL	FUND							0.00	31,340.43

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
A0067	340	46410	46842	250.00	REPAIR GYM CURTAIN
AALCO MANUFACTURING CO				250.00	
TOTAL CHECK				250.00	
A0291	340	45112	S1414986001	256.00	LAVATORY FAUCET
ATLAS SUPPLY CO INC				256.00	
TOTAL CHECK				256.00	
B0128	340	46410	150716	980.00	REPLACE FRONT METER 'C' D
BATES ELECTRIC INC				980.00	
TOTAL CHECK				980.00	
T0170	43	37080	082815	53.00	CREDIT MEMBERSHIP
CLAUDE TURNER				53.00	
TOTAL CHECK				53.00	
C0044	340	45130	150606	223.14	SODA FOR CONCESSION STAND
COCA COLA REFRESHMENTS				223.14	
TOTAL CHECK				223.14	
F0133	340	46440	150712	700.00	REUPHOLSTERY OF 12 PIECES
FITNESS UPHOLSTERY SPECIALTIS				700.00	
TOTAL CHECK				700.00	
H0195	340	43165	090315	340.00	PRSNL TRNR 8/25-8/27
HEALTH IS INSIDE				100.00	PRSNL TRNR 8/29-8/31
TOTAL CHECK				340.00	PRSNL TRNR 9/1-9/4
H0133	340	46410	150725	1,600.00	REPLACE CONTROLLER ON BOI
HERBIG MECHANICAL INC				296.90	3 WAY REHEAT VALVE
				835.00	FIX LEAKS IN LOOP SYSTEM
				1,330.00	HVAC BASIC PREVENTATIVE M
				178.80	START RELAY - ER01
				1,216.00	TROUBLESHOOT ISSUE WITH H
TOTAL CHECK				5,456.70	
I0053	340	46410	150736	600.00	BACKFLOW TESTING AT REC C
IDEAL LANDSCAPE GROUP				600.00	
TOTAL CHECK				600.00	
I0042	340	46440	7481	246.12	CABLE, SWITCH
INTEGRITY FITNESS SERVICES L				246.12	
TOTAL CHECK				246.12	
K0105	340	45230	235765592	110.16	COPIER USAGE 8/15
KONICA MINOLTA BUSINESS SOLU				187.15	COPIER 9/15
TOTAL CHECK				297.31	
L0044	340	45010	150752	1,784.00	ANNIVERSARY SALE HALF PAG
LEADER PUBLICATIONS				1,784.00	
TOTAL CHECK				1,784.00	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
L0085	340	45106		1568-1721	52.00	8 PIZZAS
LYNN ENTERPRISES INC	340	45106		1568-1722	32.50	5 PIZZAS
	340	45106		1568-1723	32.50	5 PIZZAS
	340	45106		1568-1724	32.50	5 PIZZAS
	340	45106		1568-1725	52.00	8 PIZZAS
	340	45106		1568-1726	32.50	5 PIZZAS
	340	45106		1568-1727	32.50	5 PIZZAS
	340	45106		1568-1728	52.00	8 PIZZAS
	340	45106		1568-1729	32.50	5 PIZZAS
	340	45106		1568-1730	32.50	5 PIZZAS
	340	45106		1568-1731	52.00	8 PIZZAS
	340	45106		1568-1732	32.50	5 PIZZAS
	340	45106		1568-1733	52.00	8 PIZZAS
	340	45106		1568-1734	52.00	8 PIZZAS
	340	45106		1568-1735	52.00	8 PIZZAS
	340	45106		1568-1736	32.50	5 PIZZAS
TOTAL CHECK					656.50	
M0597	43	37080		083115	114.28	MEMBERSHIP CREDIT
ELIZABETH MEISSNER					114.28	
TOTAL CHECK						
M0022	340	43280	150056	16533	25,952.13	LIFEGUARDS NOT TO EXCEED
MIDWEST POOL MANAGEMENT	340	43165		16547	55,674.47	SWIM LESSONS FY15
	340	43280	160047	16548	2,100.00	MANAGEMENT FEE - FY16
	340	43280	150056	16552	21,037.47	LIFEGUARDS NOT TO EXCEED
	340	43280	150056	16559	10,351.66	LIFEGUARDS NOT TO EXCEED
TOTAL CHECK					115,115.73	
N0069	340	45150		140939-2016	165.00	S BOONE MEMBERSHIP
NATIONAL RECREATION & PARKS					165.00	
TOTAL CHECK						
N0071	340	46410	150484	50946	6,378.00	PAINT PICKLEBALL COURT LI
NEW SYSTEM CARPET & BUILDING					6,378.00	
TOTAL CHECK						
O0053	340	45290	160021	362969-0	626.70	OFFICE SUPPLIES
OFFICE SOURCE					626.70	
TOTAL CHECK						
P0113	340	45106		S0758157599	42.00	8 PIZZAS
PAPA JOHNS INTERNATIONAL	340	45106		S0758157603	48.00	8 PIZZAS
	340	45106		S0758157604	30.00	5 PIZZAS
	340	45106		S0758157605	30.00	5 PIZZAS
	340	45106		S0758157606	48.00	8 PIZZAS
	340	45106		S0758157607	48.00	8 PIZZAS
	340	45106		S0758157608	48.00	8 PIZZAS
TOTAL CHECK					294.00	

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PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
R0014	340	45112		715793	246.00	CORELESS TISSUE DISP
ROYAL PAPERS INC	340	45090		715695	160.00	RENT 20" BURNISHER
	340	45160		719384	194.64	TOWELS, LINERS, FLOOR
	340	45250	150732	719672	700.00	DOODLE SCRUB
TOTAL CHECK	340	45160	160029	720451	1,487.82	1.5 MIL LINER
					1,488.46	
S0191	340	42210		09012015	13.80	R FERGUSON 9/15
STANDARD INSURANCE CO					13.80	
TOTAL CHECK						
T0067	340	45112		1637587-1	150.78	FILTERS
TRI DIM FILTER CORP					150.78	
TOTAL CHECK						
U0033	340	45130	150541	4977469	393.15	CONCESSION STAND STOCK -
US FOODS					393.15	
TOTAL CHECK						
W0014	340	46410	150760	65260	1,083.00	UV MAINTENANCE AGREEMENT
WESTPORT POOLS INC	340	46410	150718	65261	1,150.86	ESTIMATE TO REPAIR MOTOR
TOTAL CHECK					2,233.86	
X0003	340	45230		81074316	30.50	COPIER 8/15
XEROX CORPORATION					30.50	
TOTAL CHECK						
TOTAL CASHABLE CHECKS					139,287.03	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					139,287.03	
TOTAL NUMBER OF CHECKS TO BE ISSUED -					25	
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED -					0	

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FUND - 44 - GOLF COURSE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	---DESCRIPTION---	SALES TAX	AMOUNT
10111	82508	09/04/15	J0031	JOHNNY ON THE SPOT	440	45090	SERVICE 8/15	0.00	126.00
10111	82520	09/11/15	A0272	A T & T MOBILITY	440	46140	SERVICE 7/24-8/23	0.00	55.34
10111	82521	09/11/15	L0118	LOWE'S	440	45111	FLOWERS, NOZZLE	0.00	96.48
10111	82521	09/11/15	L0118	LOWE'S	440	45111	PLANTER, MOSS, FLOW	0.00	20.18
10111	82521	09/11/15	L0118	LOWE'S	440	45250	ELECT TOUCHPAD	0.00	185.27
TOTAL	CHECK							0.00	301.93
10111	150560	09/02/15	A0178	A T & T MISSOURI	440	46110	314A070701 8/3-9/2	0.00	758.36
10111	150561	09/02/15	A0019	AMERENUE	440	46210	HAZEL 7/21-8/19	0.00	655.98
10111	150561	09/02/15	A0019	AMERENUE	440	46210	CLUBHOUSE 7/21-8/19	0.00	418.36
10111	150561	09/02/15	A0019	AMERENUE	440	46210	SHED 7/21-8/19	0.00	88.41
TOTAL	CHECK							0.00	1,162.75
10111	150562	09/10/15	P0014	PUBLIC WATER DISTRI	440	46230	1 GOLFRVIEW 7/16-8/1	0.00	52.39
10111	150562	09/10/15	P0014	PUBLIC WATER DISTRI	440	46230	1 GOLFRVIEW 7/16-8/1	0.00	42.51
10111	150562	09/10/15	P0014	PUBLIC WATER DISTRI	440	46230	1 GOLFRVIEW 7/16-8/1	0.00	13.95
TOTAL	CHECK							0.00	108.85
TOTAL	CASH ACCOUNT							0.00	2,513.23
TOTAL	FUND							0.00	2,513.23

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0254	440	43290		3908	90.00	QTRLY SVC - 10-12/15
A PLUS WIRING SOLUTIONS					90.00	
TOTAL CHECK						
A0368	440	45135		901280085	299.09	GOLF GLOVES
ACUSHNET COMPANY					299.09	
TOTAL CHECK						
A0284	440	45135	150770	1676255	1,620.00	LOGO SHIRTS - EXPANSE VAR
THE ANTIQUA GROUP INC				1676255A	168.00	8 SHIRTS, FRT-150770
TOTAL CHECK					1,788.00	
A0101	440	45150		0160985	13.64	UNIFORMS
AUS ST LOUIS MC LOCKBOX				0160985	49.82	MATS, TOWELS
				0186437	13.64	UNIFORMS
				0186437	49.82	MATS, TOWELS
TOTAL CHECK					126.92	
B0444	440	45135		1002417094	243.75	GOLF BALLS
BRIDGESTONE GOLF INC					243.75	
TOTAL CHECK						
C0250	440	44140		0044-8/15	30.00	SUPT MEETING 8/15
CARD SERVICES				0044-8/15	58.57	CLEANER, WHEEL
TOTAL CHECK					88.57	
C0044	440	45130		3848143517	225.36	SODA, POWERADE, LEMONA
COCA COLA REFRRESHMENTS				3858123525	192.61	TEA, POWERADE
TOTAL CHECK					417.97	
E0076	440	46420		334226A	.36	CORRECT KEYING ERROR
ERB TURF EQUIPMENT INC				337917	284.05	BELTS, BEARING, PULLEY
				339467	234.35	WHEELY ASSY, SPACER,
TOTAL CHECK					518.76	
F0128	44	37081		090415	1,166.00	TOURNAMENT PROCEEDS
FOLDS OF HONOR FOUNDATION					1,166.00	
TOTAL CHECK						
H0156	440	45131		160056	569.75	BUD LIGHT 24PK BOTTLES
HERRELL DIST CO					569.75	
TOTAL CHECK						
H0009	440	45310		160061	453.63	GAS FOR FY16
HOME SERVICE OIL CO				160061	256.02	GAS FOR FY16
TOTAL CHECK					709.65	
H0241	440	45135		356811	55.55	DRIZZLE STICK FLEX
HORNING'S					55.55	
TOTAL CHECK						
J0117	440	45111		7311431	281.18	TRACKER BLUE, ROPE, A
JOHN DEERE LANDSCAPES				7315453	2,742.60	140 BAGS OF 24-0-11 PERTI
TOTAL CHECK					3,023.78	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
K0047	440	45111		515664	32.85	OIL, GRIND WHEEL
K & K SUPPLY						
TOTAL CHECK					32.85	
K0235	440	45111	150685	10047	1,434.00	3600 SQ FT ZOYSIA SOD - D
KEEVEN BROTHERS SOD						
TOTAL CHECK					1,434.00	
M0307	440	45432		6906	5,555.24	CART LEASE 9/15
M & M GOLF CARS LLC				6907	327.85	ADDL CART LEASE 9/15
TOTAL CHECK					5,883.09	
N0078	440	45310	150766	323174	569.00	55 GAL DRUM OF 10W-30 MOT
NAPA AUTO PARTS						
TOTAL CHECK					569.00	
N0007	440	45090		824438	76.50	RENT STRAW BLOWER
NU WAY CONCRETE FORMS INC						
TOTAL CHECK					76.50	
S0002	440	45130	150773	708716	20.00	HOTDOG BUNS 8 IN PACK
SHOP 'N SAVE/SUPERVALU						
TOTAL CHECK					20.00	
S0387	440	45131		700902	175.80	8 CASES BEER
SUMMIT DISTRIBUTING						
TOTAL CHECK					175.80	
T0153	440	45111	150763	W108602	882.91	ACME TO NPT THREAD ADAPTE
TURMERS-SCOTT'S POWER EQUI						
TOTAL CHECK					882.91	
U0009	440	46420	150765	08150310	399.75	GREASE FOR MACHINES (52 T
UNIVERSAL OF ST LOUIS INC						
TOTAL CHECK					399.75	
U0063	440	45111		65471	309.68	BARPLUGS, SAFETY GLSS
US STANDARD PRODUCTS CORP						
TOTAL CHECK					309.68	
TOTAL CASHABLE CHECKS					18,881.37	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					18,881.37	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 23						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

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FUND - 48 - STORMWATER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	---DESCRIPTION---	SALES TAX	AMOUNT
10111	82522	09/11/15	A0272	A T & T MOBILITY	480	46140	SERVICE 7/24-8/23	0.00	148.68
10111	82523	09/11/15	L0118	LOWE'S	480	45250	RTRN CIRCLR SAW	0.00	-23.73
10111	82523	09/11/15	L0118	LOWE'S	480	45110	DOOR CASING	0.00	32.54
TOTAL CHECK								0.00	8.81
TOTAL CASH ACCOUNT								0.00	157.49
TOTAL FUND								0.00	157.49
TOTAL REPORT								0.00	285,292.89

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 ACCTPA51
 ACCOUNTING PERIOD: 1/16

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0101	480	45110		0160984	31.30	MATS
AUS ST LOUIS MC LOCKBOX	480	45150		0160984	22.89	UNIFORMS
	480	45110		0186436	8.41	MAT
TOTAL CHECK	480	45150		0186436	22.89	UNIFORMS
					85.49	
C0446	480	45110		090315	30.00	PLAT COPIES
TAMMI CASBY, PETTY CASH					30.00	
TOTAL CHECK						
C0182	480	45090	150021	16267	2,867.50	STREET SWEEPING FY15 9/14
CROWNS AND CURBS	480	45090	160065	16267A	555.00	STREET SWEEPING 9/15 - 5/
TOTAL CHECK					3,422.50	
D0261	480	45110		45006	49.95	STOCK 1ST AID KIT
DISCOVERY FIRST AID &					49.95	
TOTAL CHECK						
H0231	480	45110		52646	449.00	RESCUE, PALLET DEPOSIT
HAEGELE NURSERY					449.00	
TOTAL CHECK						
K0047	480	45110		516995	296.77	MANHOLE HOOK, LINERS,
K & K SUPPLY					296.77	
TOTAL CHECK						
TOTAL CASHABLE CHECKS					4,333.71	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					4,333.71	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 6						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

PAYROLL

&

**ACCOUNTS
PAYABLE**

WARRANTS

CITY OF ARNOLD PAYROLL WARRANT

PAYROLL PERIOD ENDED: 9/11/15
PAYCHECKS DATED: 9/16/15

PAYROLL WARRANT NUMBER: 1221
PAYROLL NUMBER: 2015-19

DETAIL OF GROSS PAYROLL

REGULAR	182,493.25
REGULAR- P.T.	18,016.68
HOLIDAY	11,551.60
VACATION	14,174.66
SICK	3,964.39
OVERTIME	12,956.82
OVERTIME - P.T.	-
PERSONAL TIME	761.16
HOLIDAY PAY	10,157.52
LONGEVITY	2,292.99
COMP TIME	2,512.50
FUNERAL LEAVE	921.24
MILITARY LEAVE	-
ON-CALL	332.76
VEHICLE	200.00
SECONDARY REGULAR-Swim	226.08
PHONE ALLOWANCE/IPAD	50.00
CLOTHING ALLOWANCE	-
LOCK-IN REC CENTER	-
TOTAL GROSS PAY	<u>260,611.65</u>

PAYROLL SUMMARY

GROSS PAY	260,611.65
DEDUCTIONS	89,771.14

NET PAY 170,840.51

DETAIL OF DEDUCTIONS WITHHELD

FICA/MEDICARE	20,012.41
FEDERAL	31,412.16
STATE	11,600.00
LOCAL	129.61
POLICE PENSION	9,012.86
GARNISHMENT	1,309.50
VOYA ING	2,329.20
ICMA	90.00
VISION	-
SUPPLEMENTAL LIFE	301.20
SHORT TERM DISABILITY	164.42
FLEX SPENDING	1,985.61
DEPENDENT CARE	76.92
HEALTH INS-EMPLOYEE COST	6,231.59
REC MEMBERSHIP	313.01
AFLAC	557.41
DENTAL	4,245.24
LEISURE PASS	-
HEALTH INS-SPOUSE	-
BANKRUPTCY PAY	-
GOLF MEMBERSHIP	-
IPAD PAY	-
DATA PLAN	-
Washington Nat'l	-

TOTAL DEDUCTIONS 89,771.14

I certify the monies referenced by this warrant are due and owing by the City of Arnold.

DATE _____

CITY CLERK _____

The warrant has been approved by the Council of the City of Arnold.

DATE _____

MAYOR _____

I certify that cash is available from the appropriate fund for payment of this warrant.

DATE _____

TREASURER _____

CITY OF ARNOLD PAYROLL 2015-19
DETAIL OF OVERTIME BY DEPARTMENT P/R P/E 9/11/15

<u>DEPARTMENT</u>	<u>TOTAL OVERTIME</u>	
IT DEPT		
GEN & ADM		
MAYOR/PARKS		
ADMINISTRATOR		
TOURISM		
FINANCE		
CLERK/COLLECTOR		
PLANNING		
POLICE	11,868.52	Wire Tap, HIDTA Grant, DWI Checkpoint
DISPATCHERS	601.90	Scheduled Overtime
BUILDING		
PUBLIC WORKS	74.94	Lower Flag
FLEET		
STREET	79.31	Lower Flag
PARKS		
RECREATION		
HEALTH		
RABIES	332.15	Clean Pound/call out
GOLF		
SEWER		
STORMWATER		
PARKS PT EMPLOYEE		
	TOTAL	12,956.82

CITY OF ARNOLD PAYROLL WARRANT

PAYROLL PERIOD ENDED: 09/11/15
 PAY CHECKS DATED: 09/16/15

PAYROLL WARRANT NUMBER : 1221
 PAYROLL NUMBER: 2015-19

DETAIL OF OVERTIME COSTS

NAME	HOURS	COSTS
T Beutenmiller	16.00	788.64
W Bonsack	64.00	3,281.28
J Christopher	5.00	206.70
D Gierer	1.50	65.09
J Gorenstein	40.00	1,653.60
M. Herold	3.75	117.90
J Jones	9.00	418.64
T Leassner	5.00	256.35
R Malone	2.50	84.56
S Musial	9.00	479.93
J Obarr	17.00	652.55
Z Rackovan	32.00	1,348.32
O Ruiz	25.00	1,074.38
M Shular	2.00	66.33
J Sikes	8.00	382.92
M Stivers	7.00	294.95
J Valentine	10.00	429.75
R Wieland	5.00	266.63
B Mitchell	2.00	74.94
A Gary	3.00	91.49
J Holjevic	8.25	259.13
M Ruiz	8.00	251.28
G Pickrell	11.00	332.15
M Bonnot	2.50	79.31

DETAIL OF ON-CALL COSTS

NAME	HOURS	COSTS
G Pickrell	4.00	80.52
T Herrel	4.00	84.60
J. Preis	4.00	80.52
D Blake	4.00	87.12
Total		332.76

DETAIL OF OVERTIME COSTS

NAME	HOURS	COSTS
Sub-Police		11,868.52
Sub-PW		74.94
Sub-Dispatch		601.90
Sub-Rabies		332.15
Sub-Streets		79.31

TOTAL 12,956.82

CITY OF ARNOLD GENERAL WARRANT

WARRANT NO: 5651

WARRANT DATE: October 1, 2015

	General Fund	Tourism Fund	Rec Center Fund	Golf Course Fund	Stormwater Fund	Totals
Manual checks	110,073.67	14,865.00	5,655.03	1,026.59	(55.49)	131,564.80
System checks	274,596.00	6,814.35	10,799.96	1,926.22	1,019.71	295,156.24
	<u>384,669.67</u>	<u>21,679.35</u>	<u>16,454.99</u>	<u>2,952.81</u>	<u>964.22</u>	<u>426,721.04</u>

I certify this warrant has been approved by the Council of the City of Arnold.

Date _____ City Clerk _____

I certify this warrant has been approved by the Council of the City of Arnold.

Date _____ Mayor _____

I certify that cash is available from the appropriate fund for payment of this warrant.

Date _____ Treasurer _____

Account Coding

Services:

43110 legal
43120 engineering
43130 financial
43140 medical
43150 election fees
43160 park programs
43170 web site
43180 municipal judge
43190 prosecutor
43220 trash hauling
43240 data processing
43250 MSD treatment
43260 grass mowing services
43270 temporary personnel
43280 pool management
43290 miscellaneous
43295 street repairs

Specialties:

43310 utility tax rebates
43330 trash rebate

Staff Development:

44110 travel & lodging
44130 mileage
44140 seminars
44150 memberships
44160 education
44170 special events

Supplies:

45010 advertising
45090 equipment rental
45106 bday party supplies
45110 general operating
45112 maintenance supplies
45115 road projects
45118 stormwater projects
45120 pool
45130 concessions
45131 beer
45135 merchandise for resale
45140 detective bureau
45141 investigative fund
45145 crime prevention
45147 DARE expenditures
45150 uniforms
45160 janitorial
45170 K-9 police dog
45180 jail
45190 other

Office Expenses:

45210 printing
45220 postage
45230 copier supplies
45240 subscriptions
45250 expendable equip
45270 microfilm supplies
45290 office supplies

Vehicles:

45310 gas & oil
45320 maintenance

Telephone:

46110 regular service
46130 long distance
46140 cellular
46145 car cell phones
46150 pagers

Utilities:

46210 electric
46220 gas
46230 water
46240 sewer

Maintenance:

46410 buildings
46420 technical equipment
46430 office equipment

Tourism Expenses

47510 Arnold Days
47515 July 4th
47525 Signage & Advertising
47530 Radio/Television
47535 Park Outdoor Concerts
47540 Rickman Series
47545 Green Thumb
47553 Elvis
47556 Gobble Run
47575 Miscellaneous

Asset Purchases:

49130 land & buildings
49132 Greenway Plan
49140 office equipment
49150 vehicles
49160 technical equipment

Department Numbers

035 TOURISM COMMISSION
105 GENERAL/ADMIN
110 MAYOR
115 Information Technology
120 COURT
130 CITY ADMINISTRATOR
140 TREASURER
150 FINANCE
160 CLERK/COLLECTOR
180 ATTORNEY
190 ELECTIONS
191 PLANNING
210 POLICE
220 POLICE BOARD
230 DISPATCH
240 BUILDING COMMISSION
250 DRUG FORFEITURE
310 PUBLIC WORKS
315 FLEET
320 HWY & STREET
330 PARKS/RECREATION
340 RECREATION CENTER
410 HEALTH
420 RABIES
440 GOLF COURSE
450 VECTOR
460 SOLID WASTE
480 STORMWATER

Disbursement Accounts

00 - General Fund
30- POST Fund
35 - Tourism Fund
43 - Rec Center Fund
44 - Golf Course Fund
48 - Stormwater Fund

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CITY OF ARNOLD
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.trans_date>'20150917 00:00:00.000'
 ACCOUNTING PERIOD: 1/16

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRPTION	SALES TAX	AMOUNT
10111	82648	09/18/15	A0272	A T & T MOBILITY	115	46140	SERVICE 7/24-8/23	0.00	81.39
10111	82648	09/18/15	A0272	A T & T MOBILITY	110	46140	SERVICE 7/24-8/23	0.00	107.38
10111	82648	09/18/15	A0272	A T & T MOBILITY	210	46140	SERVICE 7/24-8/23	0.00	1,639.77
TOTAL CHECK								0.00	1,828.54
10111	82649	09/18/15	B0512	THOMAS BARBAGALLO	191	45115	TEMP EASEMENT	0.00	748.00
10111	82650	09/18/15	C0250	CARD SERVICES	210	45290	LAMINATING CARDS	0.00	26.43
10111	82650	09/18/15	C0250	CARD SERVICES	210	45320	UC 31 REGISTRATION	0.00	87.65
10111	82650	09/18/15	C0250	CARD SERVICES	210	45170	ANNUAL COLLAR MONIT	0.00	286.20
10111	82650	09/18/15	C0250	CARD SERVICES	210	45140	DETECTIVE RENTAL CA	0.00	606.00
TOTAL CHECK								0.00	1,006.28
10111	82651	09/18/15	C0266	CHARTER COMMUNICATI	115	46110	PW - MONTHLY INTERN	0.00	140.00
10111	82652	09/18/15	F0001	FAMILY SUPPORT PAYM	00	20310	CY3034593DR PE 9/11	0.00	225.00
10111	82652	09/18/15	F0001	FAMILY SUPPORT PAYM	00	20310	10SLDR00139 PE 9/11	0.00	250.00
10111	82652	09/18/15	F0001	FAMILY SUPPORT PAYM	00	20310	41203934 PE 9/11	0.00	309.50
10111	82652	09/18/15	F0001	FAMILY SUPPORT PAYM	00	20310	11JEDR00319 PE 9/11	0.00	300.00
TOTAL CHECK								0.00	1,084.50
10111	82653	09/18/15	H0354	SCOTT & LINDA HAINE	191	45115	TEMP EASEMENT	0.00	441.00
10111	82654	09/18/15	M0155	LARRY MERCER	240	45150	BOOTS	0.00	125.00
10111	82655	09/18/15	R0007	RECORDER OF DEEDS	160	43110	LIEN FEES	0.00	24.00
10111	82656	09/18/15	S0191	STANDARD INSURANCE	310	42225	LONG TERM 9/15	0.00	126.86
10111	82656	09/18/15	S0191	STANDARD INSURANCE	315	42225	LONG TERM 9/15	0.00	57.27
10111	82656	09/18/15	S0191	STANDARD INSURANCE	320	42225	LONG TERM 9/15	0.00	213.44
10111	82656	09/18/15	S0191	STANDARD INSURANCE	330	42225	LONG TERM 9/15	0.00	147.31
10111	82656	09/18/15	S0191	STANDARD INSURANCE	00	13003	LONG TERM 9/15	0.00	126.98
10111	82656	09/18/15	S0191	STANDARD INSURANCE	410	42225	LONG TERM 9/15	0.00	17.45
10111	82656	09/18/15	S0191	STANDARD INSURANCE	420	42225	LONG TERM 9/15	0.00	48.08
10111	82656	09/18/15	S0191	STANDARD INSURANCE	115	42225	LONG TERM 9/15	0.00	41.48
10111	82656	09/18/15	S0191	STANDARD INSURANCE	00	13006	LONG TERM 9/15	0.00	50.37
10111	82656	09/18/15	S0191	STANDARD INSURANCE	00	13005	LONG TERM 9/15	0.00	129.60
10111	82656	09/18/15	S0191	STANDARD INSURANCE	120	42225	LONG TERM 9/15	0.00	48.91
10111	82656	09/18/15	S0191	STANDARD INSURANCE	130	42225	LONG TERM 9/15	0.00	77.26
10111	82656	09/18/15	S0191	STANDARD INSURANCE	150	42225	LONG TERM 9/15	0.00	130.94
10111	82656	09/18/15	S0191	STANDARD INSURANCE	160	42225	LONG TERM 9/15	0.00	56.99
10111	82656	09/18/15	S0191	STANDARD INSURANCE	191	42225	LONG TERM 9/15	0.00	112.72
10111	82656	09/18/15	S0191	STANDARD INSURANCE	210	42225	LONG TERM 9/15	0.00	1,682.32
10111	82656	09/18/15	S0191	STANDARD INSURANCE	230	42225	LONG TERM 9/15	0.00	194.28
10111	82656	09/18/15	S0191	STANDARD INSURANCE	240	42225	LONG TERM 9/15	0.00	96.11
TOTAL CHECK								0.00	3,358.37
10111	82657	09/18/15	S0490	STATE DISBURSEMENT	00	20310	C02666969 PE 9/11	0.00	225.00
10111	82658	09/18/15	V0039	VANTAGE POINT TRANS	00	22020	IGNA PE 9/11	0.00	90.00
10111	82663	09/25/15	A0019	AMERENUE	320	46210	SWCINDL/141 8/17-9/	0.00	48.83

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CITY OF ARNOLD
CHECK REGISTER - BY FUND

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ACCTPA21

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ACCOUNTING PERIOD: 1/16

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	82664	09/25/15	G0222	GRACE FREE WILL BAP	191	45115	TEMP EASEMENT	0.00	1,684.00
10111	82665	09/25/15	G0223	CHARLES & DEBRA GRI	191	45115	TEMP EASEMENT	0.00	469.00
10111	82666	09/25/15	M0222	MISSOURI AMERICAN W	105	46240	2101 JEFFCO 8/1-8/3	0.00	107.76
10111	82666	09/25/15	M0222	MISSOURI AMERICAN W	310	46240	2900ARN TNBRK8/1-8/	0.00	25.55
10111	82666	09/25/15	M0222	MISSOURI AMERICAN W	310	46240	2912ARN TNBRK8/1-8/	0.00	25.55
10111	82666	09/25/15	M0222	MISSOURI AMERICAN W	310	46240	2924ARN TNBRK8/1-8/	0.00	43.82
TOTAL	CHECK							0.00	202.68
10111	82667	09/25/15	R0007	RECORDER OF DEEDS	160	43110	LIEN FEES	0.00	72.00
10111	82668	09/25/15	Y0019	MARILYN YEAGER	191	45115	TEMP EASEMENT	0.00	1,522.00
10111	160010	09/18/15	A0178	A T & T MISSOURI	105	46110	CMS 8/28-9/27	0.00	45.00
10111	160011	09/16/15	A0018	AMERENUE	320	46210	STREET LIGHTS 8/1-9	0.00	5,339.21
10111	160012	09/16/15	A0019	AMERENUE	330	46210	BRDLY BCH 8/3-9/1	0.00	65.29
TOTAL	CHECK							0.00	23.02
10111	160013	09/17/15	A0019	AMERENUE	105	46210	DNMS MPPNG 8/3-9/1	0.00	88.31
10111	160014	09/18/15	A0019	AMERENUE	320	46210	CMS 8/4-9/2	0.00	252.47
TOTAL	CHECK							0.00	47.98
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	410	49130	TNBRK BRDG 8/5-9/4	0.00	64.48
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	310	45110	RCHRDS SGNL 8/4-9/3	0.00	47.98
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	240	45320	MEMO PADS	0.00	112.46
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	105	45190	BLADE & BIT	0.00	11.01
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	110	46110	GRILLS-703 & 704	0.00	1.76
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	110	46140	MAYOR, SWEENEY,AMAT	0.00	105.47
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	110	46140	MERSHP MGMT 8/24-9/	0.00	47.68
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	110	46140	COUNCIL DATA PLANS	0.00	35.00
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	140	44140	D LEWIS CONF FEE	0.00	210.00
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	110	44140	D KROUVA MML CONF F	0.00	135.00
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	105	44140	B MCARTHUR MML CONF	0.00	352.00
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	130	44140	PROCLAMATION PAPER	0.00	486.00
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	115	44140	B RICHISON MML CONF	0.00	23.03
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	115	46140	CHRISTOPHER DATA PL	0.00	322.00
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	115	43170	ANNUAL WEBSITE FEE	0.00	25.00
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	230	45250	SOFTWARE, PRINTER, C	0.00	550.00
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	330	45250	UPS	0.00	389.94
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	320	45110	RATCHET FOR TRAILER	0.00	74.99
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	460	43220	MONTHLY SERVICE FOR	0.00	69.79
TOTAL	CHECK							0.00	515.71
10111	160016	09/16/15	P0014	PUBLIC WATER DISTRI	310	46230	RESIDENTIAL TRASH S	0.00	85,694.64
10111	160016	09/16/15	P0014	PUBLIC WATER DISTRI	310	46230		0.00	89,049.02
TOTAL	CHECK							0.00	52.39
10111	160016	09/16/15	P0014	PUBLIC WATER DISTRI	310	46230	2912 ARN TNBRK 7/21	0.00	27.28
10111	160016	09/16/15	P0014	PUBLIC WATER DISTRI	330	46230	STWBRY CRK 7/22-8/	0.00	13.53

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CITY OF ARNOLD
 CHECK REGISTER - BY FUND

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FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	160016	09/16/15	P0014	PUBLIC WATER DISTRI	330	46230	1839 OZARK 7/21-8/1	0.00	13.53
10111	160016	09/16/15	P0014	PUBLIC WATER DISTRI	310	46230	2900 ARN TMBRK 7/21	0.00	13.53
10111	160016	09/16/15	P0014	PUBLIC WATER DISTRI	105	46230	2101 JEFFCO 7/20-8/	0.00	97.57
TOTAL CHECK								0.00	217.83
10111	160017	09/23/15	P0014	PUBLIC WATER DISTRI	330	46230	BRDLY BCH 8/3-9/1	0.00	128.08
10111	160017	09/23/15	P0014	PUBLIC WATER DISTRI	330	46230	FRMR MKT 8/3-9/1	0.00	14.64
TOTAL CHECK								0.00	142.72
10111	160021	09/24/15	A0019	AMERENUE	330	46210	BRDLY BCH 8/11-9/10	0.00	388.69
10111	160021	09/24/15	A0019	AMERENUE	330	46210	FRMR MKT 8/11-9/10	0.00	12.36
10111	160021	09/24/15	A0019	AMERENUE	320	46210	BIG BILL/OL LMY 8/1	0.00	83.34
10111	160021	09/24/15	A0019	AMERENUE	330	46210	LKSD RSTRM 8/11-9/1	0.00	34.63
10111	160021	09/24/15	A0019	AMERENUE	330	46210	BG BILL/OL LMY 8/11	0.00	24.73
10111	160021	09/24/15	A0019	AMERENUE	330	46210	LAKE SIDE 8/11-9/10	0.00	11.61
10111	160021	09/24/15	A0019	AMERENUE	330	46210	BRDLY BCH 8/11-9/10	0.00	11.00
TOTAL CHECK								0.00	566.36
TOTAL CASH ACCOUNT								0.00	108,882.58
10131	160018	09/15/15	U0034	UNITED HEALTHCARE	00	20355	EMP MED REIMBURSEME	0.00	387.83
10131	160019	09/22/15	U0034	UNITED HEALTHCARE	00	20355	EMP MED REIMBURSEME	0.00	803.26
TOTAL CASH ACCOUNT								0.00	1,191.09
TOTAL FUND								0.00	110,073.67

PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0020 AMERICAN CLEANERS TOTAL CHECK	210	45150		090215	233.00	CLEAN CLOTHES 8/15
A0101 AUS ST LOUIS MC LOCKBOX	105	45160		0211736	52.37	MATS, MOPS, TOWELS
	330	45150		0211737	22.56	UNIFORMS
	330	45160		0211737	2.16	MATS
	320	45150		0211738	64.25	UNIFORMS
	420	45150		0211739	13.80	UNIFORMS
	315	45110		0211740	6.90	SHOP TOWEL
	315	45150		0211740	6.90	UNIFORMS
	310	45150		0211741	12.71	UNIFORMS
	310	45160		0211741	36.39	MATS, MOPS, TOWELS
	105	45160		0237216	52.37	MATS, MOPS, TOWELS
	330	45150		0237217	22.56	UNIFORMS
	330	45160		0237217	2.16	MATS
	320	45150		0237218	64.25	UNIFORMS
	420	45150		0237219	13.80	UNIFORMS
	315	45110		0237220	6.90	SHOP TOWEL
	315	45150		0237220	6.90	UNIFORMS
	310	45150		0237221	12.71	UNIFORMS
	310	45160		0237221	36.39	MATS, MOPS, TOWELS
TOTAL CHECK					455.28	
A0035 ARNOLD ANIMAL HOSPITAL	420	45110		561705	15.00	FELINE RABIES
	420	45110		561844	151.16	MALE CANINE ADPTN, EXA
	420	45110		561874	110.00	FELINE FEMALE ADOPTIO
	210	45170		561886	102.06	MEBS - ROCKY
	420	45110		562299	15.00	FELINE RABIES
	420	45110		562300	15.00	EUTHANASIA
	420	45110		562372	15.00	FELINE RABIES
TOTAL CHECK					423.22	
A0183 ARNOLD CHAMBER OF COMMERCE TOTAL CHECK	105	43290		2109	10,000.00	2015/2016 CONTRACT
					10,000.00	
A0092 A PRINTING INC	330	45210	160058	15301	169.00	PALL FLYER - PARKS/REC/TO
	240	45210		15305	153.00	BUILDING PERMITS
	105	45210	160071	15305A	576.00	10000 #10 ENVELOPES WITH
	120	45210	160071	15305A	415.31	5000 #10 ENVELOPES
	460	45210	160004	15305B	416.25	15000 ENVELOPES FOR MAILI
TOTAL CHECK					1,729.56	
A0040 ARNOLD RENTAL CENTER TOTAL CHECK	330	46420		411825	22.13	AIR FILTER-CONC SAW
	330	45110		411901	25.00	TRIMMER LINE
					47.13	
B0008 BAUMAN OIL TOTAL CHECK	315	45110	160032	111922	518.25	15W 40 OIL
					518.25	

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 CITY OF ARNOLD
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 ACCOUNTING PERIOD: 1/16

PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
B0178	320	45110	160006	455887	4,149.16	HAUL/DELIVER ROAD SALT
BELLMAN TRUCK CO	320	45110	160006	456935	5,508.90	HAUL/DELIVER ROAD SALT
TOTAL CHECK					9,658.06	
B0496	105	43330		092115	120.00	RPLC CK 79761
GAIL BEZLEY					120.00	
TOTAL CHECK					120.00	
B0483	210	45320		13245	133.08	HANDLES
JIM BUTLER CHEVROLET					133.08	
TOTAL CHECK					133.08	
C0050	210	43290		8001502605	87.64	SHREDDING 8/15
CDD LLC					87.64	
TOTAL CHECK					87.64	
C0266	115	46110	160120	091815	161.99	CH - MONTHLY INTERNET SER
CHARTER COMMUNICATIONS					161.99	
TOTAL CHECK					161.99	
C0165	320	45320	160050	71704	453.90	5 GALLON BUCKET OF METAL
CHEMCO INDUSTRIES INC					453.90	
TOTAL CHECK					453.90	
C0013	320	45110	160005	75241-4	17,901.50	ROAD SALT
CITY OF CHESTERFIELD					17,901.50	
TOTAL CHECK					17,901.50	
C0252	115	44130		092215	220.23	MILEAGE 8/12-9/22
DEION CHRISTOPHER		45240		092215	14.51	MAGAZINE SUBSCRIPTION
TOTAL CHECK					234.74	
C0364	315	45110		2272114	28.09	NUTS, WASHERS, WHEEL W
CREST INDUSTRIES INC					28.09	
TOTAL CHECK					28.09	
C0107	00	32280		091815	50.00	RFPD DRIVEWAY PERMIT
CULLEN CONCRETE					50.00	
TOTAL CHECK					50.00	
D0009	180	43190		100115	2,000.00	SERVICES 10/15
PAUL D'AGROSA					2,000.00	
TOTAL CHECK					2,000.00	
K0059	140	44110		092315	25.00	PERDIEM MNL CONF 9/15
DAN KROUPA		44140		092315	292.10	MILEAGE MNL CONF 9/15
TOTAL CHECK					317.10	
D0114	105	43290		4090215	40.00	PLANT-SHOCKEY
DIERBERGS MARKETS					40.00	
TOTAL CHECK					40.00	
D0228	320	45320	160090	254982	451.00	ANNUAL INSPECTION OF BUCK
DIVERSIFIED INSPECTIONS/ITL					451.00	
TOTAL CHECK					451.00	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
D0197 RICKIE DOUTHITT TOTAL CHECK	00	20140		092115	100.00	RPLC CK 81225
E0006 ECONOMIC DEVELOPMENT CORP TOTAL CHECK	105	44150	160072	201601010/15	1,663.75	CITY MEMBERSHIP FEE FY16
E0008 ELECTION AUTHORITY FUND TOTAL CHECK	190	43150		430025027089	37,053.28	11/3 ELECTION DEPOSIT
E0010 ENGINEERED FIRE PROTECTION I TOTAL CHECK	105	46410		M7375T	349.80	ANNUAL SPRINKLR INSPCT
F0005 FIRESTONE TIRE & SERVICE CEN TOTAL CHECK	330	45320		204289	210.42	TIRES - 515
F0103 THE FIRST IMPRESSION TOTAL CHECK	105	45150	160092	150140	576.00	24 SHIRTS FOR ELECTED OFF
G0013 WW GRAINGER TOTAL CHECK	310	46410		9840531785	57.73	CONDENSER FAN MOTOR
H0355 HOME TELIOS TOTAL CHECK	00	20105		092215	1,197.16	RFND OVERPD SERVICES
H0010 HORNBER & SHIFFRIN INC TOTAL CHECK	191	45115	160080	49265	469.00	ENGINEERING SAFE ROUTES T

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PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
H0274 HOUSKA'S ACE HARDWARE	410	49130		64759	2.15	FASTENERS
	210	45190		64769	119.87	TAPE RULE, MKNG PAIN
	410	49130		64799	2.64	FASTENERS
	410	49130		64801	6.50	FASTENERS
	410	49130		64812	10.48	PAINTBRUSH, SANDPAPER
	330	45110		64826	13.99	OSC SPRINKLER
	210	45190		64860	-63.92	RTRN MARKING PAINT
	330	45110		64915	21.47	INSECT REPELLANT
	240	45110		64916	23.98	BATTERIES
	320	45110		64925	8.23	KEYBLANKS, TAGS
	310	45110		64926	6.99	CONC ANCHOR
	410	45110		64952	9.99	LIME
	320	45250		64995	7.99	PADLOCK
	330	45110		64996	15.98	MARKING PAINT
	210	45190		65043	11.99	BUNGEE CORD
310	45110		65050	19.99	GLASS & SCREENS	
320	45110		65055	6.98	DUCT TAPE, KEYBLANK	
310	45110		65113	53.96	FASTENERS, CHAIN, BOW	
330	45110		65158	36.54	HOOKS, DECK WASH	
410	49130		65163	21.98	ACETONE	
330	45110		65213	17.99	GPCT 20A RECEPTACLE	
						VOID CHECK - CONTINUED
H0274	330	45110		65214	5.99	20A RECEPTACLE
	330	45110		65218	15.98	APPLIANCE EPOXY
	310	45110		65226	.79	WALLPLATE
	210	45190		65228	23.96	INSECT REPELLANT
	330	45110		65240	29.95	STRAW
	330	45110		65241	29.95	STRAW
TOTAL CHECK	330	45110			462.39	
H0095	105	45190		77996	94.50	SPCL ORDER, BLANK KEY
HUFFMAN SECURITY						
TOTAL CHECK					94.50	

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PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
J0003	210	45320	160096	572101	371.61	RIGHT REAR AXLE KIT
JEFFERSON COUNTY AUTO PARTS	210	45320	160096	572209	371.61	LEFT REAR AXLE KIT
	210	45320		572235	119.40	OTL
	320	45320		573060	43.80	MINIATURE BULBS
	410	45320		573161	84.19	BATTERY - 202
	320	45320		573363	56.04	FILTER, SEPARATOR
	210	45320		574374	91.21	BATTERY
	210	45320		574388	125.51	BRAKE ROTORS/SHOES
	210	45320		574838	125.51	BRAKE ROTOR/SHOE
	315	45110		575032	18.97	ULTRA BLACK
	320	45320		575394	115.53	BRAKE ROTOR, CERAMIC
	210	45320		575538	14.00	DIH PARKING B
	320	45320		575641	129.60	MOTOR ASSY
	210	45320		575662	-104.06	RETURN BATTERY.
	320	45320		576084	25.64	A/TRNS GKT
	330	45320		576116	39.12	BATTERY
	330	45320		576117	40.04	BATTERY
	330	45320		576117	11.75	SOLENOID
	330	45320		576152	-39.12	RETURN BATTERY
TOTAL CHECK					1,640.35	
J0143	320	45110		84719664	93.99	HOSE PRES WSHR, O RIN
JOHN DEERE FINANCIAL					93.99	
TOTAL CHECK						
K0047	320	45110		518151	211.44	WORK GLOVES
K & K SUPPLY	330	45110		518602	179.52	LEATHER WORK GLOVES
	320	45320		518785	8.95	IGNITION KEY
TOTAL CHECK					399.91	
K0057	00	20140		091415	75.50	RESTITUTION
KOHL'S					75.50	
TOTAL CHECK						
L0008	105	44140		092115	200.00	ANNUAL MTNG REGSTRIN
LAGERS					200.00	
TOTAL CHECK						
L0011	210	45150		359629	31.75	CHEVRON/HASHMARKS-GIER
LEON UNIFORMS	210	45150		360049	39.99	PANTS - WOODBRIDGE
TOTAL CHECK					71.74	
L0214	115	43240	160008	080415	10,800.00	ANNUAL SERVICE CONTRACT -
LIFTOFF LLC					10,800.00	
TOTAL CHECK						
L0068	320	45320		F97327	298.30	SOLENOID, SCREW
LUBY EQUIPMENT SERVICES					298.30	
TOTAL CHECK						
M0454	105	45320	160130	H5530820	1,640.49	POSTAGE METER LEASE - PAI
MAILFINANCE					1,640.49	
TOTAL CHECK					1,640.49	

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CITY OF ARNOLD
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PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
M0017	105	46130		091315	164.76	LONG DSTNC 8/14-9/11
MCI TELECOMMUNICATIONS					164.76	
TOTAL CHECK						
M0027	105	46520		11-17974	5,000.00	LAW SUIT DEDUCTIBLE
MIRMA					5,000.00	
TOTAL CHECK						
M0325	150	43290		47047	35.00	8/15 SALES TAX REPORT
MISSOURI DEPT OF REVENUE					35.00	
TOTAL CHECK						
M0305	191	45010		10862667	16.50	10/1 PUBLIC HRNG AD
MISSOURI LAWYERS MEDIA					16.50	
TOTAL CHECK						
N0085	210	46420	160075	1517	5,027.21	ANNUAL MAINTENANCE FOR PH
NELSON SYSTEMS					5,027.21	
TOTAL CHECK						
N0110	320	45320		448731	175.46	BLADE, BOLT, NUTS
MM NOBBE & CO					175.46	
TOTAL CHECK						
O0094	00	32280		092115	100.00	REND DRIVEWAY PERMIT
TIM OBERLE					100.00	
TOTAL CHECK						
O0053	105	45290		363855-0	196.55	PAPER, THRM POUCHES
OFFICE SOURCE					58.67	STENO BOOKS, FOLDERS, S
TOTAL CHECK					255.22	
O0039	315	45110		461566	55.77	FILTERS
O'REILLY AUTO PARTS					8.49	CLEANER
					26.99	EXTRACTOR
					8.99	SUCTION GUN
					44.37	FILTERS
					59.08	FILTERS
TOTAL CHECK					203.69	
P0271	110	44110		092315	50.00	PERDIEM MML CONF 9/15
GARY L PLUNK					288.65	MILEAGE MML CONF 9/15
TOTAL CHECK					338.65	
P0278	00	32280		091615	50.00	REND DRIVEWAY PERMIT
THOMAS PYATT					50.00	
TOTAL CHECK						
R0008	120	43240		43861	959.88	SUBSCRIPTION 9/15
REGIS COMMISSION					4,279.13	SUBSCRIPTION 9/15
TOTAL CHECK					5,239.01	

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 PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
R0009	210	49150	160038	88186	27,921.00	2016 FORD POLICE INTERCEP
REUTHER FORD	210	49150	160038	88187	27,921.00	2016 FORD POLICE INTERCEP
TOTAL CHECK	210	49150	160038	88188	27,921.00	2016 FORD POLICE INTERCEP
				88189	27,921.00	2016 FORD POLICE INTERCEP
					111,684.00	
R0002	210	49150	160027	436091	10,920.00	EQUIPMENT FOR NEW PATROL
ED KOEHR RADIO COMPANY	210	49150	160027	436235	-1,725.00	EQUIPMENT FOR NEW PATROL
TOTAL CHECK	210	49150	160027	436301	1,680.00	EQUIPMENT FOR NEW PATROL
				436645	5,550.00	EQUIPMENT FOR NEW PATROL
					16,425.00	
R0014	330	45160	160063	B721170-1	53.46	1.4 MIL 32GL LINER
ROYAL PAPERS INC	TOTAL CHECK				53.46	
R0113	210	45220		092215	30.79	STAMPS, OVERNIGHT CHGS
RUTH ROBINSON, PETTY CASH	210	45290		092215	8.42	COFFEE
TOTAL CHECK	210	46140		092215	37.65	CELL PHONE CASE
					76.86	
S0462	210	45320		54666	5.88	EMBLEM
SAPAUGH GM COUNTRY	210	45320		54667	227.40	F-CARPET
TOTAL CHECK					233.28	
S0026	105	46410	160069	81713295	221.34	REPLACEMENT BATTERIES
SIMPLEXGRINSELL LP	TOTAL CHECK				221.34	
S0599	00	32270		090915	20.00	REIMBURSE RABIES TAG
TAMMY SNELSON	TOTAL CHECK				20.00	

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 ACCTPA51
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PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
S0191	00	13003		091615	126.98	LTD INS 10/15
STANDARD INSURANCE CO	00	13005		091615	125.29	LTD INS 10/15
	00	13006		091615	50.37	LTD INS 10/15
	00	20375		091615	390.84	STD 10/15
	00	20380		091615	1,547.94	LIFE INS 10/15
	00	20385		091615	664.40	ADDL LIFE INS 10/15
	115	42225		091615	41.48	LTD INS 10/15
	120	42210		091615	13.80	K THIELE 10/15
	120	42225		091615	48.91	LTD INS 10/15
	130	42225		091615	77.26	LTD INS 10/15
	150	42225		091615	130.94	LTD INS 10/15
	160	42225		091615	56.99	LTD INS 10/15
	191	42225		091615	112.72	LTD INS 10/15
	210	42225		091615	1,682.32	LTD INS 10/15
	230	42225		091615	194.28	LTD INS 10/15
	240	42225		091615	96.11	LTD INS 10/15
	310	42225		091615	131.17	LTD INS 10/15
	315	42225		091615	57.27	LTD INS 10/15
	320	42225		091615	213.44	LTD INS 10/15
	330	42225		091615	147.31	LTD INS 10/15
	410	42225		091615	17.45	LTD INS 10/15
S0191	420	42225		091615	48.08	LTD INS 10/15
STANDARD INSURANCE CO					5,975.35	
TOTAL CHECK						
S0040	115	43240	160017	107150	6,260.60	MONTHLY SERVICE - APP HOS
SUNGARD PUBLIC SECTOR INC					6,260.60	
TOTAL CHECK						
S0248	210	45320		263624	58.84	LOCKSET, REBID CYLIND
SUNSET AUTO COMPANY INC	320	45320		263653	35.00	PAN ASY
TOTAL CHECK	320	45320		263730	23.04	HEX BOLT
					116.88	
S0042	210	45180	160070	509170371	516.20	FOOD FOR PRISONERS
SYSCO FOOD SERVICE					516.20	
TOTAL CHECK						
T0032	00	20140		091415	65.00	RESTITUTION
TARGET					65.00	
TOTAL CHECK						
T0003	115	43240	160020	1150910213	552.00	UPDATE AUTOMATED ATTENDAN
TECH ELECTRONICS					552.00	
TOTAL CHECK						
T0119	210	45170		423431	107.00	SAMPSON-EXAM MEDS
TESSON FERRY VETERINARY HOSP					107.00	
TOTAL CHECK						
T0207	210	45240	160126	832502830	105.00	INVESTIGATIVE SUITE MONTH
THOMSON REUTERS - WEST					105.00	
TOTAL CHECK						

VOID CHECK - CONTINUED

PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
T0200	TIMECLOCK PLUS	43240	160117	368466	7,900.50	TIME CLOCK UPGRADE, TRAIN
TOTAL CHECK					7,900.50	
U0026	URBAN LAND INSTITUTE	44150		1924569	220.00	M HOLDEN MEMBERSHIP
TOTAL CHECK					220.00	
U0064	US BANK	20105		092315	1,079.77	RNFD OVERD SERVICES
TOTAL CHECK					1,079.77	
V0073	VATTEROTT, HARRIS, DEVINE &	43110		22754	20.00	FILE 12969-SRVC 8/15
TOTAL CHECK					20.00	
V0096	VIPER TRAILER WORLD LLC	20122	160113	091815	2,450.00	6 X 12 SILVER TRAILER WIT
TOTAL CHECK					2,450.00	
W0010	WAL MART	20140		091015	60.00	RESTITUTION
TOTAL CHECK					60.00	
W0010	WALMART COMMUNITY BRC	420	45110	4287	120.39	LITTER, BLEACH, FOOD
		330	43160	6654-9/15	41.64	FRMR MKT APPLE DAY
		330	8423-9/15	8423-9/15	140.77	FRMR MKT APPLE DAY
		330	43160	8580	21.85	WHISTLES-LIL KICKERS
		420	45110	8852-8/15	23.22	CAT LITTER
		110	45250	949	57.32	PROCLAMATION FRAMES
		120	45250	949	3.32	DOC FRAME
TOTAL CHECK					408.51	
W0214	WARRENSIGN	00	32210	092115	60.00	PARCIAL PERMIT REFUND
TOTAL CHECK					60.00	
W0006	FRED WEBER INC	330	45110	498401	762.90	ASPHALT
TOTAL CHECK					762.90	
W0004	WIRELESSUSA	240	45110	160016	4.00	MONTHLY SERVICE CONTRACT
		420	45110	160016	5.00	MONTHLY SERVICE CONTRACT
		310	45110	236885	25.00	MONTHLY SERVICE CONTRACT
		320	45110	236886	85.00	MONTHLY SERVICE CONTRACT
TOTAL CHECK					119.00	

TOTAL CASHABLE CHECKS
 TOTAL EFT VOUCHERS

274,596.00
 .00

TOTAL REPORT
 TOTAL NUMBER OF CHECKS TO BE ISSUED - 80
 TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0

274,596.00

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CITY OF ARNOLD
CHECK REGISTER - BY FUND

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ACCOUNTING PERIOD: 1/16

FUND - 35 - TOURISM FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT	
10111	82659	09/18/15	C0250	CARD SERVICES	035	47510	PHOTOS FOR BILLBOAR	0.00	165.00	
10111	82660	09/18/15	F0009	FRAN ANN ENGRAVING	035	47510	TROPHIES FOR ARNOLD	0.00	2,200.00	
10111	82661	09/18/15	G0120	GATEWAY PYROTECHNIC	035	47510	FINAL - 9/18 DISPLA	0.00	12,500.00	
TOTAL CASH ACCOUNT									0.00	14,865.00
TOTAL FUND									0.00	14,865.00

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 ACCTPA51
 ACCOUNTING PERIOD: 1/16

PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0092	035	47510		15298	144.00	ARN DAYS EVENTS SIGNS
	035	47510	160057	15299	650.00	ARNOLD DAYS BANNER
	035	47510		15300	168.00	SSM PARADE BANNER
	035	47510	160058	15301	169.00	FALL FLYER - PARKS/REC/TO
	035	47510		15305	200.00	CLYDESDALE SIGNS
	035	45210	160124	15305C	360.00	3000 RESTAURANT COUPONS
TOTAL CHECK					1,691.00	
H0274	035	47510		65176	24.69	PARADE PAINT SPLYS
HOUSKA'S AGE HARDWARE	035	47510		65252	48.85	FLAGGING TAPE-PARADE
TOTAL CHECK					73.54	
N0007	035	47510	160066	838142	5,020.00	GENERATORS, SPIDER BOXES,
NU WAY CONCRETE FORMS INC	035	47510		9195	-210.00	CREDIT FOR LITE TWRS
TOTAL CHECK					4,810.00	
T0008	035	47510	160073	3980	239.81	TRAFFIC SIGNS - ARNOLD DA
TRAFFIC CONTROL CO					239.81	
TOTAL CHECK					239.81	
TOTAL CASHABLE CHECKS					6,814.35	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					6,814.35	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 4						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

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FUND - 43 - RECREATION CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	7461	09/18/15	C0250	CARD SERVICES	340	45250	BRACKETS FOR TVS	0.00	259.02
10111	7462	09/18/15	C0250	CARD SERVICES	340	45250	SRVC CRT, TV MNTS, T	0.00	176.87
10111	7463	09/18/15	C0266	CHARTER COMMUNICATI	340	43290	WI FI FY16	0.00	125.00
10111	7464	09/18/15	C0266	CHARTER COMMUNICATI	340	43290	TV SERVICE FY16	0.00	197.61
10111	7465	09/25/15	M0222	MISSOURI AMERICAN W	340	46240	INDOOR 8/1-8/31	0.00	2,117.46
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S	340	43290	SATELLITE 8/10-9/9	0.00	197.99
10111	160020	09/16/15	K0179	KANSAS STATE BANK	340	45090	EQUIPMENT LEASE	0.00	2,581.08
TOTAL CASH ACCOUNT									5,655.03
TOTAL FUND									5,655.03

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 ACCOUNTING PERIOD: 1/16

SELECTION CRITERIA: transact_disp_fund='43'
 PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0376	340	45210	160094	114116	4,097.39	MAIL PREP & POSTAGE
TOTAL CHECK					4,097.39	
A0092	340	45210	160058	15301	169.00	FALL FLYER - PARKS/REC/TO
TOTAL CHECK					169.00	
B0009	340	45112		1426	71.92	PLANTS FOR 911 MEMORL
TOTAL CHECK					71.92	
D0114	340	43165		4091115	20.97	9/11 ROSES
TOTAL CHECK					20.97	
F0169	340	43165		092215	540.00	ZUMBA 9/14-10/1
TOTAL CHECK					540.00	
G0221	43	37090		091615	50.00	RFND WOMEN'S VBALL
TOTAL CHECK					50.00	
H0195	340	43165		091415	420.00	PRSNL TRNR 9/5-9/11
HEALTH IS INSIDE	340	43165		092215	360.00	CLASSES 9/14-9/30
TOTAL CHECK					780.00	
H0274	340	45112		64736	11.05	FASTENERS
HOUSKA'S ACE HARDWARE	340	45112		64903	15.98	SPLY FCTP
TOTAL CHECK					27.03	
H0114	340	43165		092215	2,372.17	CLASSES 9/15-10/2
KYMBERLY B HUJE					2,372.17	
TOTAL CHECK						
L0085	340	45106		1568-1737	32.50	5 PIZZAS
LYNN ENERPRISES INC	340	45106		1568-1738	32.50	5 PIZZAS
TOTAL CHECK					65.00	
P0113	340	45106		S0758157579	30.00	5 PIZZAS
PAPA JOHNS INTERNATIONAL	340	45106		S0758157609	36.00	6 PIZZAS
	340	45106		S0758157610	30.00	5 PIZZAS
	340	45106		S0758157611	30.00	5 PIZZAS
	340	45106		S0758157612	30.00	5 PIZZAS
	340	45106		S0758157613	48.00	8 PIZZAS
TOTAL CHECK					204.00	
R0014	340	45160		720534	49.95	SQUARE SCRUB
ROYAL PAPERS INC	340	45160	160063	721170	303.72	20" PINK ERASER FLOOR PAD
TOTAL CHECK				722034	203.42	TISSUE, FLOOR PAD, SO
					557.09	

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 PAYMENT TYPE: CHECKS ONLY

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
S0344	340	43165	092215	567.00	CLASSES 9/14-10/3
LORI ANN SCOTT					
TOTAL CHECK				567.00	
T0003	340	46410	1150912013	45.00	ELEVATOR 10/12-1/11
TECH ELECTRONICS					
TOTAL CHECK				45.00	
W0010	340	45250	1467	196.84	TV WALL MOUNTS
WALMART COMMUNITY BRC					
	340	45106	2711	220.64	CUPCAKES
	340	43165	2760-8/15	204.18	CUPCAKES
	340	43165	3185	26.68	KIDS CLUB CANDY
	340	45290	3185	43.87	DUCK TAPE
	340	45106	6267	66.54	CUPCAKES
	340	43165	7529	12.35	9/11 SUPPLYS
	340	43165	8424	38.97	9/11 SUPPLYS
	340	43165	9252-9/15	64.58	GLVNZD BINS, HAMPERS
	340	45160	9253	11.14	CLNG SEPLYS-OUTDR CON
	340	45106	9254	138.94	CUPCAKES, CAPRI SUN
	340	45106	9529	208.66	CUPCAKES
TOTAL CHECK				1,233.39	
TOTAL CASHABLE CHECKS				10,799.96	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				10,799.96	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 15					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

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 ACCTPAST
 ACCOUNTING PERIOD: 1/16

PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0101	440	45150		0211743	13.64	UNIFORMS
AUS ST LOUIS MC LOCKBOX	440	45160		0211743	49.82	MATS, TOWELS
	440	45150		0237223	13.64	UNIFORMS
	440	45160		0237223	49.82	MATS, TOWELS
TOTAL CHECK					126.92	
C0044	440	45130		3858116217	175.80	SODA, WATER, LEMONADE
TOTAL CHECK					175.80	
H0156	440	45131		327929	131.40	6 CASES BEER
HERRELL DIST CO	440	45131		328300	219.00	10 CASES BEER
TOTAL CHECK					350.40	
H0274	440	46420		65053	13.80	FASTENERS
HOUSKA'S ACE HARDWARE					13.80	
TOTAL CHECK					13.80	
J0117	440	45111		73331771	275.00	BALL MARK RPR TOOL
JOHN DEERE LANDSCAPES	440	45111		73351088	251.92	MOISTURE MNGR, LESCO
TOTAL CHECK					526.92	
R0231	440	45250	160108	3866	457.50	AERIFYING TINES
REDEXIM TURF PRODUCTS					457.50	
TOTAL CHECK					457.50	
W0010	440	45250		2159	39.88	BALLS-SOCCER GOLF
WALMART COMMUNITY BRC	440	43155		3534	235.00	GOLF TOURNEY PRIZES
TOTAL CHECK					274.88	
TOTAL CASHABLE CHECKS					1,926.22	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					1,926.22	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 7						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

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FUND - 48 - STORMWATER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	82642	V 09/17/15	A0101	AUS ST LOUIS MC LOC 480	45110	MATS	0.00	-31.30	
10111	82642	V 09/17/15	A0101	AUS ST LOUIS MC LOC 480	45150	UNITFORMS	0.00	-22.89	
10111	82642	V 09/17/15	A0101	AUS ST LOUIS MC LOC 480	45110	MAT	0.00	-8.41	
10111	82642	V 09/17/15	A0101	AUS ST LOUIS MC LOC 480	45150	UNITFORMS	0.00	-22.89	
TOTAL	CHECK						0.00	-85.49	
10111	160015	09/21/15	C0049	CORPORATE PAYMENT S 480	46140	STORMWATER DATA PLA	0.00	30.00	
TOTAL	CASH ACCOUNT						0.00	-55.49	
TOTAL	FUND						0.00	-55.49	
TOTAL	REPORT						0.00	131,564.80	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0101	480	45110		0160984A	8.41	MATS
AUS ST LOUIS MC LOCKBOX	480	45150		0160984A	22.89	UNIFORMS
	480	45110		0186436A	8.41	MATS
	480	45150		0186436A	22.89	UNIFORMS
	480	45110		0211742	8.41	MATS
	480	45150		0211742	22.89	UNIFORMS
	480	45110		0237222	8.41	MATS
	480	45150		0237222	22.89	UNIFORMS
TOTAL CHECK					125.20	
A0092	480	45210	160004	15305B	138.75	15000 ENVELOPES FOR MAILI
A PRINTING INC					138.75	
TOTAL CHECK						
B0009	480	45110		1403	75.97	SEED, STRAW
BAYER'S GARDEN SHOP INC					75.97	
TOTAL CHECK						
B0101	480	45320		P45909	30.81	TOOTH, PIN
BOBCAT OF ST LOUIS					30.81	
TOTAL CHECK						
H0274	480	45110		65201	15.89	CABLE TIES
HOUSKA'S ACE HARDWARE	480	45250		65201	12.99	LONG NOSE PLIERS
TOTAL CHECK					28.88	
J0003	480	45320		576229	47.25	B/LIN KIT
JEPFERSON COUNTY AUTO PARTS					47.25	
TOTAL CHECK						
S0537	480	45110	160088	82932	513.63	24" X 30' CORRUGATED META
SPACEWALKER INC					513.63	
TOTAL CHECK						
U0045	480	45110		20239	59.22	STRAWBERRY CRK DRWNGS
THE UPS STORE					59.22	
TOTAL CHECK						
TOTAL CASHABLE CHECKS					1,019.71	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					1,019.71	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 8						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						