

## City of Arnold, Missouri

Council Meeting  
Council Chamber

October 15, 2015  
7:00 p.m.

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### Amended Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Oasis Church – Assoc. Pastor Pat Krepps
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
  - A. Minutes from **October 1, 2015**
  - B. Payroll Warrant **#1222 in the Amount of \$261,133.83**
  - C. General Warrant **#5652 in the Amount of \$581,929.76**
6. Ordinances:
  - A. **Bill No. 2622:** An Ordinance Authorizing the Mayor to Enter into an Agreement with the Missouri Highways and Transportation Commission for the Congestion Mitigation and Air Quality Improvements (CMAQ) Grant for the Jeffco/Tenbrook Road/Fox Schools Intersection.
7. Resolutions:
  - A. **Resolution No. 15-53:** A Resolution Authorizing the Mayor to Enter into a Contract for Holiday Lights with Winterland, Inc.
  - B. **Resolution No. 15-54:** A Resolution Supporting the Officers who Provide Public Safety to the Community.
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 November 5, 2015 at 7:00 p.m.**  
**Next Work Session November 12, 2015 at 7:00 p.m.**

October 14, 2015  
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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, Plunk, McArthur, Owens, Crisler, Fulbright, Cooley, Amato, Freese, Richison, Casey, Hull-Bettale, Sweeney, Boone, Blattner, Captain Ruckman.

### **2015-17 FOXWOOD ESTATES, PRELIMINARY PLAT**

Christie Hull-Bettale informed council that the Planning Commission held a Public Hearing at its September 8, 2015 meeting. Five people spoke at the meeting. A motion was made to approve the preliminary plat and resulted in a 4-4 tie. After further discussion another motion was made to deny the preliminary plat resulting in a vote of 3-5. Therefore, the Planning Commission has no recommendation to give to council. Staff, however is forwarding a recommendation of approval.

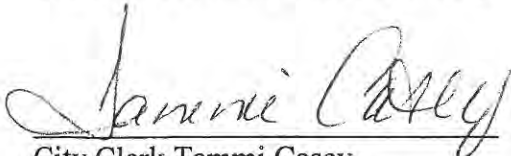
Dan Govero and Rodney G'Sell showed council and the public examples of the types of houses that have been built in other developments by G'Sell. It was stated, for the record that no blasting will be done during the development. This had been done years ago and the grading work was completed then. If any grading needs to be done going forward, it will be done by using an excavating chipper. Sewer and storm drains have already been laid, so blasting would damage them. It was also confirmed by Rodney G'Sell that no blasting would occur.

### **COMMENTS FROM PUBLIC AND COUNCIL**

Joe Fritz, 1159 Starlight – Had questions regarding the retaining wall that was previously built. He also asked about the plans for the hillside, which Mr. Govero explained.

Rebecca Arnold, 2922 Tenbrook – Stated she fully supports the development. She asked that the record show the previous developer had told her that once storm water issues were addressed that her driveway, which now floods would be replaced. Brian McArthur pointed out that her driveway being replaced by the new builder was condition #9 of the report. The new builder has committed to honor the previous builders promise to replace the driveway.

The Public Hearing ended at 7:20 p.m.

  
City Clerk Tammi Casey

Mayor Ron Counts called the meeting to order at 7:20 p.m.

The Pledge of Allegiance was recited.

Council person Jason Fulbright offered the opening prayer.

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

Mayor Counts asked for a moment of silence in honor of the people who lost their lives or were injured in the Oregon Community College shooting.

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

**Dan Shane and Matt Gravitt from George Butler and Associates** gave an update on the Michigan Avenue project. Mr. Shane stated that this was a unique project in that the complete road rehabilitation and replacement had to be accomplished while still keeping all businesses open and accessible. This made it more difficult to keep the road extremely smooth because they could not bring in large pieces of equipment and had to complete the work a piece at a time. He also stated that the project was completed on time and under budget. Mr. Cooley stated he was not happy at all with the way the project turned out and thought the road should be much smoother than it is. Mr. Amato wanted it stated, for the record, that he too was very disappointed in the quality of workmanship and that certain spots are rough.

**Frank Vatterott, counsel for Rock Community Fire District** spoke regarding the Chapter 100 portion of the Metal Container Corporation project. He was surprised that the document did not include a payment in lieu of taxes provision for the Fire District. They are disappointed that this was not included. Fire Chief Bill Meyer also spoke for the Fire District. He stated that the plant has over doubled in size and there are inherent dangers due to the work that is done there and the type of materials that are used. He stated funding is critical for the Fire District and asks that city officials consult the Fire Department and other emergency entities in the future before making these types of decisions.

Jim Wipke, Superintendent for Fox Schools – Stated he is very happy to be part of the Fox Schools and the community. He stated it is his strong desire to work together with the City and the community. He thanked the Mayor for the Community Summit; it gave him great insight into the community he works for.



**CONSENT AGENDA**

- A. MINUTES FROM THE SEPTEMBER 3, 2015 MEETING**
- B. PAYROLL WARRANT NO. 1220 IN THE AMOUNT OF \$249,724.21**
- C. PAYROLL WARRANT NO. 1221 IN THE AMOUNT OF \$260,611.65**
- D. GENERAL WARRANT NO. 5650 IN THE AMOUNT OF \$928,929.83**
- E. GENERAL WARRANT NO. 5651 IN THE AMOUNT OF \$426,721.04**

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

**ORDINANCES**

**Phil Amato made a motion and so moved to table Bill No. 2619 for 30 days to give the other taxing entities time to meet with Anheuser Busch. Motion failed for lack of a second.**

**Mr. Amato then made a motion and so moved to instruct Mr. Sweeney to create a resolution that would stipulate that in the future if any tax abatements were being considered, that all taxing entities that would be affected monetarily be notified and allowed to attend any meetings. Mr. Sweeney stated that the motion is out of order and the appropriate time to be brought up was under new business.**

**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** was read twice by City Clerk Tammi Casey. Roll call vote: Plunk, yes; McArthur, yes; Owens, yes; Crisler, yes; Fulbright, yes; Cooley, yes; Amato, no; Freese, yes; 7 Yeas, 1 Nay: **Ordinance approved.**

**BILL NO. 2620 – AN ORDINANCE APPROVING A NEW PRELIMINARY PLAT TITLED FOXWOOD ESTATES** was read twice by City Clerk Tammi Casey. Phil Amato asked that it be stated, once again for the record, that the builder has agreed no blasting will occur during construction. Jason Fulbright also asked that the record show Condition #9 states that the driveway at 2922 Tenbrook will be replaced as part of the construction. Bob Sweeney clarified that all conditions listed will be met, not just Condition #9. Roll call vote: Plunk, yes; McArthur, yes; Owens, yes; Crisler, yes; Fulbright, yes; Cooley, yes; Amato, yes; Freese, yes; 8 Yeas: **Ordinance approved.**

**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** was read twice by City Clerk Tammi Casey. Roll call vote: Plunk, yes; McArthur, yes; Owens, yes; Crisler, yes; Fulbright, yes; Cooley, yes; Amato, yes; Freese, yes; 8 Yeas: **Ordinance approved.**

## **RESOLUTIONS**

**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**

**Paul Freese made a motion and so moved to approve Resolution No. 15-50.** Seconded by Nancy Crisler. Roll call vote: Plunk, yes; McArthur, yes; Owens, yes; Crisler, yes; Fulbright, yes; Cooley, yes; Amato, yes; Freese, yes; 8 Yeas: **Resolution passed.**

**RESOLUTION 15-51 – A RESOLUTION APPOINTING JULIE ROSE TO THE VETERANS COMMISSION TO SERVE THE REMAINDER OF A THREE-YEAR TERM**

**Gary Plunk made a motion and so moved to approve Resolution No. 15-51.** Seconded by Phil Amato. Roll call vote: Plunk, yes; McArthur, yes; Owens, yes; Crisler, yes; Fulbright, yes; Cooley, yes; Amato, yes; Freese, yes; 8 Yeas: **Resolution passed.**

Bryan Richison inquired if this was the appropriate time for Mr. Amato's previously discussed motion to be entered into record. Mr. Sweeney stated that he suggests we place this topic on a work session before bringing it forth as a motion, so that all items relating to this matter can first be thoroughly discussed.

**Mr. Amato made a motion and so moved** to instruct Mr. Sweeney to create a resolution that would stipulate that in the future, if any tax abatements were being considered, that all taxing entities that would be affected monetarily be notified and allowed to attend any meetings. **Motion failed for lack of a second.**

## 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)**

**Butch Cooley made a motion to hold a closed session immediately following the council meeting.** Seconded by Paul Freese. Roll call vote: Plunk, yes; McArthur, yes; Owens, yes; Crisler, yes; Fulbright, yes; Cooley, yes; Amato, yes; Freese, yes; 8 Yeas: **Motion passed.**

## REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

**Mayor Counts** – Thanked the council for their support with Bill No. 2619. He also commended Susie Boone along with her staff and Chief Shockey along with his staff for their work regarding Arnold Days. Mayor Counts thanked Anheuser Busch for their contributions and participation in the event. Mayor Counts also thanked KMOV for their presentation.

**Nancy Crisler – Ward 1** – Thought Arnold Days was fantastic.

**Gary Plunk – Ward 4** – Stated he heard a lot of great reviews regarding Arnold Days.

**Paul Freese – Ward 3** – Agreed that Arnold Days was a great event.

**Butch Cooley – Ward 4** – Stated Susie Boone and her staff did a tremendous job with Arnold Days. Mr. Cooley said the car show was also a great event, although he did receive some complaints regarding the class changes.

**David Owens – Ward 2** – Stated Arnold Days was great and the Police Department also did a great job. The Motorcycle Police that attended the event do so on their own time and he is very appreciative of their efforts.

**Phil Amato – Ward 3** – Thanked Susie Boone and her staff for their hard work. He also thanked the Public Works Department for their help in placing the flags. Mr. Amato then invited Mike Evans from the Veterans Commission to the microphone, who welcomed new member Julie Rose. Mr. Evans stated that the Veterans Commission recently purchased a trailer.

**Jason Fulbright – Ward 1** – Stated that Arnold Days and the parade were great and thanked staff for their hard work. Mr. Fulbright also thanked council for their support regarding the Historical Preservation Commission and they will be looking for residents to volunteer to serve on the commission.

**Brian McArthur – Ward 2** – Thanked Susie Boone and her staff for their work with Arnold Days.

#### **ADMINISTRATIVE REPORTS**

**Bryan Richison** – Informed everyone that at the MML Conference, David Owens won the Members Choice Innovation Award for Bellefontaine Neighbors and their Youth in Need Life Skills Camp. He also commended Ed Blattner on the Michigan Avenue project. Mr. Richison mentioned the flag that is now framed and hanging on the council chambers wall. Each year the flag used in the 9/11 ceremony will go to a different entity in the City.

**Tammi Casey** – Informed everyone that Utility Tax Rebates are now available through October 31<sup>st</sup>.

**Ed Blattner** – Informed everyone that the brush drop off at City Hall will take place on Saturday, November 7<sup>th</sup> and 14<sup>th</sup>.

**Susie Boone** – Thanked everyone for attending the 9/11 ceremony and also thanked the Veterans Commission for placing the 14 flags, which represented one flag for every year since the event happened. Ms. Boone also stated that the Archery Park is moving forward.

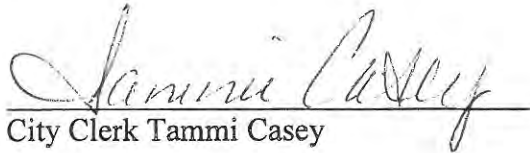
Mayor Counts announced a ten minute recess before going into closed session.

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Closed session ended at 8:57 p.m.

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

Meeting adjourned at 8:57 p.m.

  
City Clerk Tammi Casey

DRAFT

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 10/1/2015

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BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO. 2619	BILL NO. 2620	BILL NO. 2621	RESOLUTION NO. 15-50
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	NANCY CRISLER	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	PHIL AMATO	PRESENT	YES	NO	YES	YES	YES
COUNCIL:	PAUL FREESE	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		SUSIE BOONE	PRESENT	
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		ED BLATTNER	PRESENT	
COM DEV	CHISTIE HULL-BETTALE	PRESENT	TREASURER:		DAN KROUPA	EXCUSED	
CITY ATTORNEY	BOB SWEENEY	PRESENT	POLICE DEPT.		CAPTAIN RUCKMAN	PRESENT	



CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 10/1/2015

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BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: GARY PLUNK

COUNCIL: BRIAN MCARTHUR

COUNCIL: DAVID OWENS

COUNCIL: NANCY CRISLER

COUNCIL: JASON FULBRIGHT

COUNCIL: BUTCH COOLEY

COUNCIL: PHIL AMATO

COUNCIL: PAUL FREESE

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV MARY HOLDEN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO. 15-51	MOTION TO HOLD CLOSED SESSION				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
		PARKS DIR:	SUSIE BOONE		
		PUBLIC WORKS:	ED BLATTNER		
		TREASURER:	DAN KROUPA		
		POLICE DEPT.	CAPTAIN RUCKMAN		



**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

AGENDA ITEM

**6 A**

**NAME OF TOPIC/PROJECT:** An ordinance authorizing the Mayor to execute an agreement with the Missouri Highway Commission for the Jeffco/Tenbrook Road/Fox Schools intersection improvements.

**SUMMARY EXPLANATION:** A City ordinance is required to enter into the funding agreement with the Missouri Highway Commission.

**RECOMMENDED ACTION:** Approval.

**Why is this action necessary?** The funding agreement requires City ordinance adoption.

**What does this action accomplish?** Allows the Mayor to enter into a funding agreement with the Missouri Highway Commission.

**Positive impacts and to whom?** Fox High school and the general motoring public entering the school campus or passing through the intersection.

**Negative impacts and to whom?** None

**ADDITIONAL COMMENTS:** The grant provides for a 70% federal cost and 30% City participating cost

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** Missouri Highway Commission

**Previous city contracts:** Yes

**Transaction amount:** 70% federal funding

**Transaction type:** Agreement

**Comments:** The Missouri Highway Commission agreement must be executed by the City

October 8, 2015

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BILL NO: 2622

ORDINANCE NO.

AN ORDINANCE APPROVING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT (CMAG) GRANT FOR THE JEFFCO/TENBROOK ROAD/FOX SCHOOLS INTERSECTION

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

SECTION 1. The Fiscal Year 2016 Budget adopted by the City Council on August 20, 2015 Provides the necessary funding to enter into the necessary agreement with the Missouri Highways and Transportation Commission for the Congestion Mitigation and Air Quality Improvement (CMAQ) Grant for the Jeffco/Tenbrook Rd./Fox Schools intersection improvements project. A copy of The referenced approved 2016 budget is on file with the City Clerk's office.

SECTION 2. This Ordinance shall be in full force and effect from and after October 15, 2015 and does not require codification.

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

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Presiding Officer of the City Council

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Mayor Ron Counts

ATTEST:

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City Clerk, Tammi Casey

1<sup>st</sup> Reading

2<sup>nd</sup> Reading

APPROVED TO FORM:

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City Attorney

Missouri Department of Transportation

1590 Woodlake Drive  
Chesterfield, Missouri 63017-5712  
314.275.1500  
Fax: 573.522.6475  
1.888.ASK MODOT (275.6636)

October 7, 2015

Mr. Ed Blattner  
City of Arnold

RE: City of Arnold  
Jeffco Blvd at Tenbrook Road Improvements  
Federal Project No. CMAQ-5403(668)  
TIP #6624-16  
Draft Program Agreement, Programming Comments

Dear Mr. Blattner:

This federal aid project is shown in the regional Transportation Improvement Program (TIP) and has been assigned a federal project number of CMAQ-5403(668). Please use this number on all future project correspondence. **In order for the City to remain eligible for federal reimbursement for Design, Right of Way, or Construction activities, the City must first obtain MoDOT approval.** This project will be administered per the direction given in the Local Public Agency (LPA) Manual. The LPA Manual can be viewed at MoDOT's website.

**Federal Aid Program Agreement**

Enclosed for your review is a draft copy of the CMAQ program agreement for the above noted project. This agreement must be fully executed by the City and by the Missouri Highways and Transportation Commission (MHTC) before obligation of federal funds and authorization of reimbursable work. Federal Form 1273, 'Required Contract Provisions for Federal Aid Construction Contracts' (which outlines the requirements of the Federal-Aid process) is attached to the draft program agreement. If this program agreement is acceptable to the City, then please return a minimum of four executed copies of the agreement to this office. You may send more than four copies if your agency prefers more than one fully executed copy. Each copy of the program agreement must include a copy of the location map labeled "Exhibit A", the project schedule labeled "Exhibit B" and a copy of Form 1273. Also submit two copies of the City's applicable enabling ordinance. Please note that the person authorized to sign the agreement per the enabling ordinance will be required to provide signatures on the executed program agreements. MoDOT will forward the agreements to the MHTC for execution and will return a fully executed program agreement to your office.

Also enclosed is the 1590 Federal Funding Accountability and Transparency Act (FFATA) form that must be filled out and returned to this office. This form is required annually from Local Agencies participating in the fed-aid program.

**Consultant Contracts/Preliminary Engineering/Construction Engineering Costs**

Federal funds for Preliminary Engineering (PE) will be programmed in FY 2016. If the City is seeking federal funds for consultant engineering services, the City must use a Qualification Based Selection (QBS) process for the procurement of engineering services, see LPA section 136.4 for details. As the City is developing the RFQ, please submit an estimate of cost for the consultant



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contract and a list of anticipated activities that will take place during the design process. This information will be used to determine a DBE goal for the contract, which will need to be included in the RFQ. LPA Figure 136.4.7 is a sample RFQ solicitation form.

When the approved RFQ process is completed, please submit a .pdf copy of the Engineering Services Contract (ESC) using the ESC sample cover letter, LPA Fig. 136.4.9, to this office for review and approval. The standardized contract format in LPA Fig. 136.4.1 is required. A .pdf of the consultant's E-Verify MOU, Affidavit of Compliance, and Consultant Rating Sheets are also required.

If the consultant contract is estimated to be less than \$100,000, the LPA may select a firm from the LPA On-Call Consultant List for consideration without advertisement. For further information regarding using the LPA ON-Call Consultant List, please see section 136.4.2.4.3 of the LPA Manual.

### **Design Criteria**

The City's engineer of record for this project will be considered responsible for determining the appropriate design parameters chosen, see LPA 136.7.2.7. If any improvements are to occur on MoDOT right of way, the project design criteria that will be used will need to be approved by MoDOT.

### **Environmental Requirements**

The TIP application for this project has been forwarded to MoDOT Environmental Division to determine if a programmatic Categorical Exclusion (CE-2) will be applied for this project. The status of the CE-2 determination will be forwarded to your office as soon as possible.

Consideration shall be given at the preliminary engineering stage on the possible effect of the project on historic buildings, archaeological sites, and historic bridges that is on or eligible for the National Register of Historic Places. It is the City's responsibility to obtain clearance on these issues from the Missouri Department of Natural Resources. The City must send a copy of the DNR clearance to MoDOT. (Section 136.6 of the LPA Manual).

### **Utilities, Public Meetings, Preliminary Plan Submittal**

All utility companies that are affected by this project should be notified of the project scope and project schedule at this time. Utility company comments may affect preliminary plan development. As stated in the LPA manual, public hearings are required for certain projects. If a public hearing is required for this project, please provide this office with a copy of the advertisement for the public hearing that is to be published.

### **ADA requirements**

The Americans with Disabilities Act (ADA) requires that all facilities must be designed to current accessibility standards. When final plans for this project are submitted to MoDOT for review, the plans will need to include enough detail to show that sidewalks, curb cuts, detectable warning panels, etc., meet ADA requirements.

Once preliminary plans are complete, please submit an electronic copy of the plans via CD or email for review/approval.

If you have any questions please contact me at [Cynthia.Simmons@modot.mo.gov](mailto:Cynthia.Simmons@modot.mo.gov) or (314) 453-1833.

Sincerely,

*Cynthia R. Mizell Simmons*

Cindy Simmons  
District Design Liaison  
MoDOT

Copy: Jason Lange – East West Gateway

CCO Form: FS15  
Approved: 10/96 (KMH)  
Revised: 08/15 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: CMAQ-5403(668)  
Award Year: 2016  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Arnold (hereinafter, "City").

WITNESSETH:

WHEREAS, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), 23 U.S.C. §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that Arnold, Jeffco Blvd at Tenbrook Road Improvements is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to provide both pedestrian and vehicular improvements at the signalized intersection of Jeffco Blvd and Tenbrook Road.

(2) SCOPE OF WORK: City shall provide planning and implementation of signalized intersection improvements in the Arnold area as more fully described in the attached Exhibit A which is incorporated herein by reference.



(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.



(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: with regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so

certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission of the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(9) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written

notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(13) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(14) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(15) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 70 percent not to exceed \$566,718.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(20) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(24) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA)



1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(26) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of the City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(27) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(28) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

\*If the contracting party is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

Appendix A - Project Budget

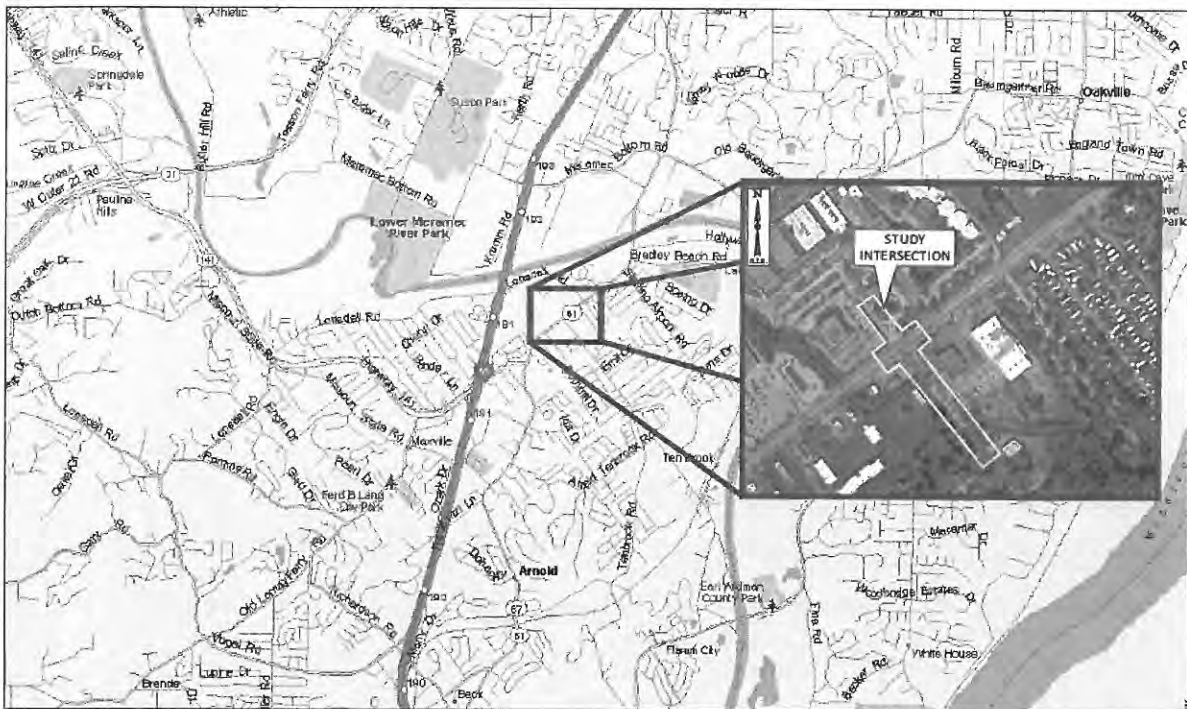
PROJECT BUDGET	FY 2016	FY 2017	FY	TOTAL
PE/Planning/ Environ. Studies	73800.00			73800.00
Right-Of-Way		59297.00		59297.00
Implementation		615000.00	0.00	615000.00
Construction Engineering		61500.00	0.00	61500.00
Implementation Total	0.00	676500.00	0.00	676500.00
<b>PHASE TOTAL</b>	73800.00	735797.00	0.00	809597.00



## Exhibit A – Scope of Work

To achieve this project, the City of Arnold proposes the following improvements:

- A new traffic signal with ADA compliant pedestrian accommodations and crossings
- An additional eastbound lane to provide a left-turn lane, a through lane, and a separate right-turn lane for exiting Fox High School
- An additional westbound lane to provide a left-turn lane, a through lane, and a separate right-turn lane from Tenbrook Road
- Upgrade pedestrian facilities including sidewalks along the Fox School campus on the west side of Jeffco Blvd to meet current ADA standards.



## Exhibit B – Project Schedule

Project Description: CMAQ-5403(668) – Arnold, Jeffco Blvd at Tenbrook Road Improvements

Activity Description	Start Date (MM/YYYY)	Finish Date* (MM/YYYY)	Time Frame (Months)
Receive Notification Letter	08/2015	09/2015	1.0
Execute Agreement (Project sponsor & DOT)	09/2015	10/2015	1.0
Engineering Services Contract Submitted & Approved <sup>1</sup>	10/2015	04/2016	6.0
Obtain Environmental Clearances (106, CE-2, etc.)	04/2016	06/2016	2.0
Public Meeting/Hearing	06/2016	07/2016	1.0
Develop and Submit Preliminary Plans	04/2016	07/2016	3.0
Preliminary Plans Approved	07/2016	09/2016	2.0
Develop and Submit Right-of-Way Plans	07/2016	10/2016	3.0
Review and Approval of Right-of-Way Plans	10/2016	12/2016	2.0
Submit & Receive Approval for Notice to Proceed for Right-of-Way Acquisition (A-Date) <sup>2</sup>	12/2016	01/2017	1.0
Right-of-Way Acquisition	01/2017	07/2017	6.0
Utility Coordination	04/2016	03/2017	12.0
Develop and Submit PS&E	09/2016	05/2017	8.0
District Approval of PS&E/Advertise for Bids <sup>3</sup>	05/2017	08/2017	3.0
Submit and Receive Bids for Review and Approval	08/2017	11/2017	3.0
Project Implementation/Construction	01/2018	09/2018	8.0

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

## Exhibit C

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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I.	General .....	1
II.	Nondiscrimination .....	1
III.	Nonsegregated Facilities .....	3
IV.	Payment of Predetermined Minimum Wage .....	3
V.	Statements and Payrolls .....	5
VI.	Record of Materials, Supplies, and Labor .....	5
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XI.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion .....	6
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#### ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

In publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA



each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

#### 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

##### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

##### b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### 5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### 9. Withholding for Unpaid Wages and Liquidated Damages:



The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

##### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

##### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of



a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,*

*quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR  
APPALACHIAN CONTRACTS**  
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.





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

Date: October 7, 2015  
To: Mayor, City Council, City Treasurer and City Adm.  
From: Susie Boone, Director of Parks and Recreation  
Subject: Holiday Pole Lights Decorations

The parks and recreation department received four bids to decorate the new light poles on Michigan Avenue.

Low bid from Winterland, Inc from Marion, Indiana is the low and acceptable bid. One change in price for item #8 (all LED no garland), changes the item price to \$315 per decoration. The new total is \$15,060. The Tourism budget contained \$20,000 for these decorations.

The Tourism Commission approved this purchase on October 7, 2015.

If you have any questions, feel free to contact me.



RESOLUTION NO: 15-53

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT FOR HOLIDAY LIGHTS WITH  
WINTERLAND, INC.

---

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the parks and recreation department, is hereby authorized to accept a bid with Winterland, Inc. for the purchase of holiday pole lights for Michigan Avenue.

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

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

ATTEST:

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

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

CITY OF ARNOLD  
INFORMATION FOR BIDDERS

1. Bid Request

The City of Arnold, Missouri is soliciting bids for pole mounted Christmas lights. Specifications and required bid documents are attached.

All bids must be submitted in triplicate by 10:00 a.m. C.D.T., Friday, October 2, 2015 to the City Clerk, 2101 Jeffco Blvd., Arnold, Missouri 63010, in a sealed envelope marked "Christmas Lights" in the lower left hand corner.

The City of Arnold reserves the right to reject and all bids and to negotiate any particulars in the bids received.

Bid prices must be guaranteed for ninety (90) days.

2. Contact Persons

Questions relating to this document may be addressed to:

Susie Boone, Director of Parks and Recreation  
1695 Missouri State Road  
Arnold, MO. 63010  
(636) 282-2380

Bidders shall have no contact with other department personnel except as specifically authorized by persons listed.

3. Interpretation of Documents

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request, or finds discrepancies in, or omissions from, the specifications, he may submit to the City a written request for an interpretation or correction thereof. Any interpretation or correction of the bid request document will be made only by Addendum duly issued by the City, and a copy of such Addendum will be mailed to each person who received a Request for Bids. The City will not be responsible for any other explanation or interpretation of the Request.

4. Addenda

Any addenda issued by the City prior to the scheduled time of opening the bids shall be covered in the bid and shall be made part of any contract.

5. Withdrawal of Bids

Any person or firm may withdraw his bid by written request at any time prior to the scheduled time for the opening of the bids.

6. Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of this Request. The bidder shall be responsible for costs incurred in the bid preparation and delivery.

7. Content of Bid

The bid shall include, in addition to any response forms enclosed, the following data:

- a. Exceptions to technical specification items
- b. Estimated delivery schedule
- c. Warranty information
- d. List of user references
- e. Cost section

8. Schedule

Staff anticipates its review will be completed by prior to October 9, 2015. After selection of the successful bid, the City will issue a purchase order requiring delivery of the lights **no later than November 9, 2015**.

9. Evaluation Process

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected. Finalists will be selected from the remaining bids.

The City may request demonstrations from the finalists. The City shall not be responsible for any costs incurred by the bidder in the presentation of these demonstrations.

The City will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the City by providing appropriate information.

The primary evaluation criteria shall be the overall benefit/cost as perceived by the City. The City shall consider many factors, including the following (which are not in any specific sequence).

- a. The needs of the City
- b. Bidder qualifications
- c. Warranty (5 seasons)
- d. Cost of the selected product

10. Divisibility

Unless the bidder specifies otherwise, the City shall assume that a bid is divisible.

11. Requirements

The City has established certain requirements as specified in the Request. None of the requirements are designed to give any bidder an advantage or disadvantage in the bid process. Bidders are encouraged to submit bids even if the bid does not meet the requirements as stated. However, the bid must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material.

## SCOPE OF SERVICES

The City of Arnold is requesting the following pole mounted Christmas Lights. FOB is to be included in the bid price along with all hardware needed to properly install the fixtures. These will be side mounted on black decorative street light poles.

Candy Cane silhouette measuring 4-1/2' x 8' with 140 C7 lamps and weight of 32 lbs

Majestic leaping deer light pole decoration measuring 8' from tip of antler to point of hoof

Spiral snowflake 6'

Glimmering white 6-point snowflake measuring 6' across

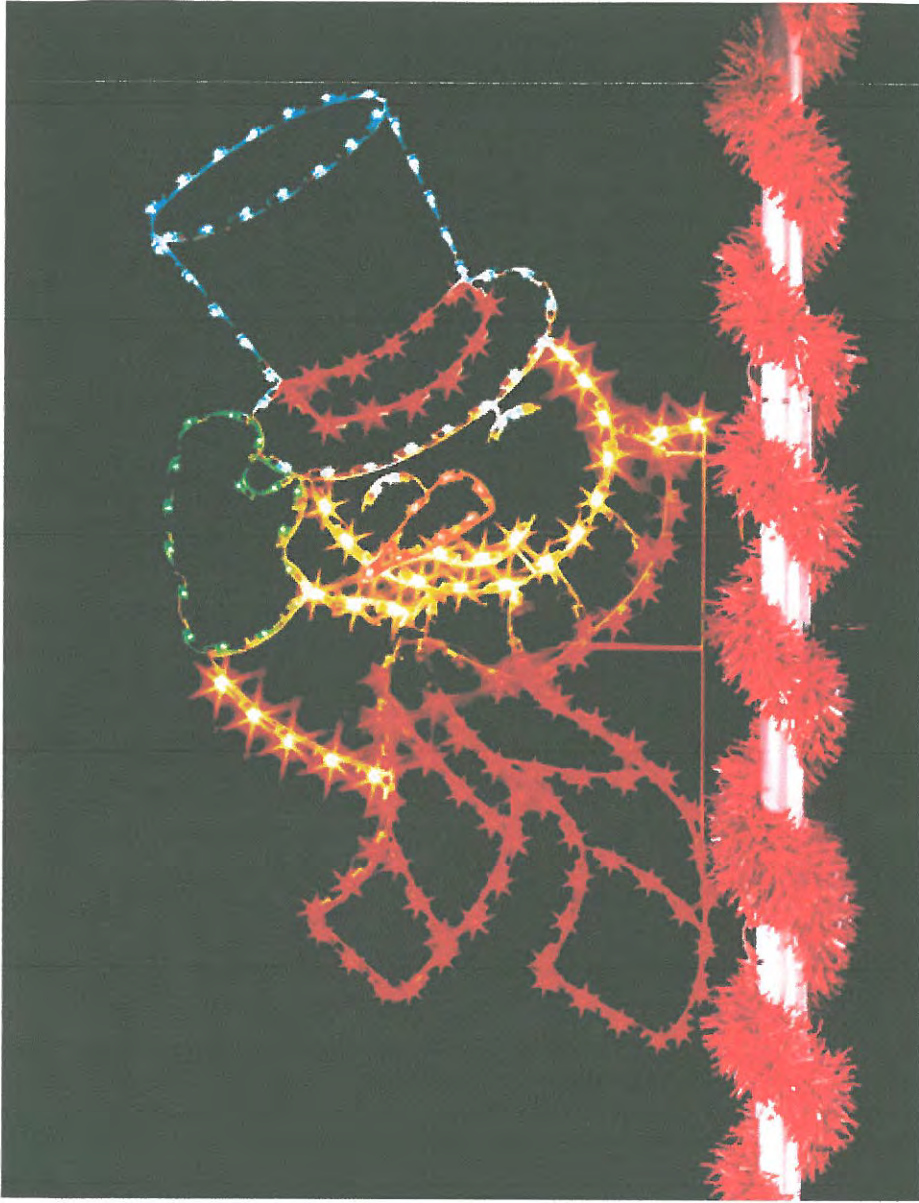
Christmas tree lighted with LED lamps featuring a star on top measuring 4.5' wide x 8' tall

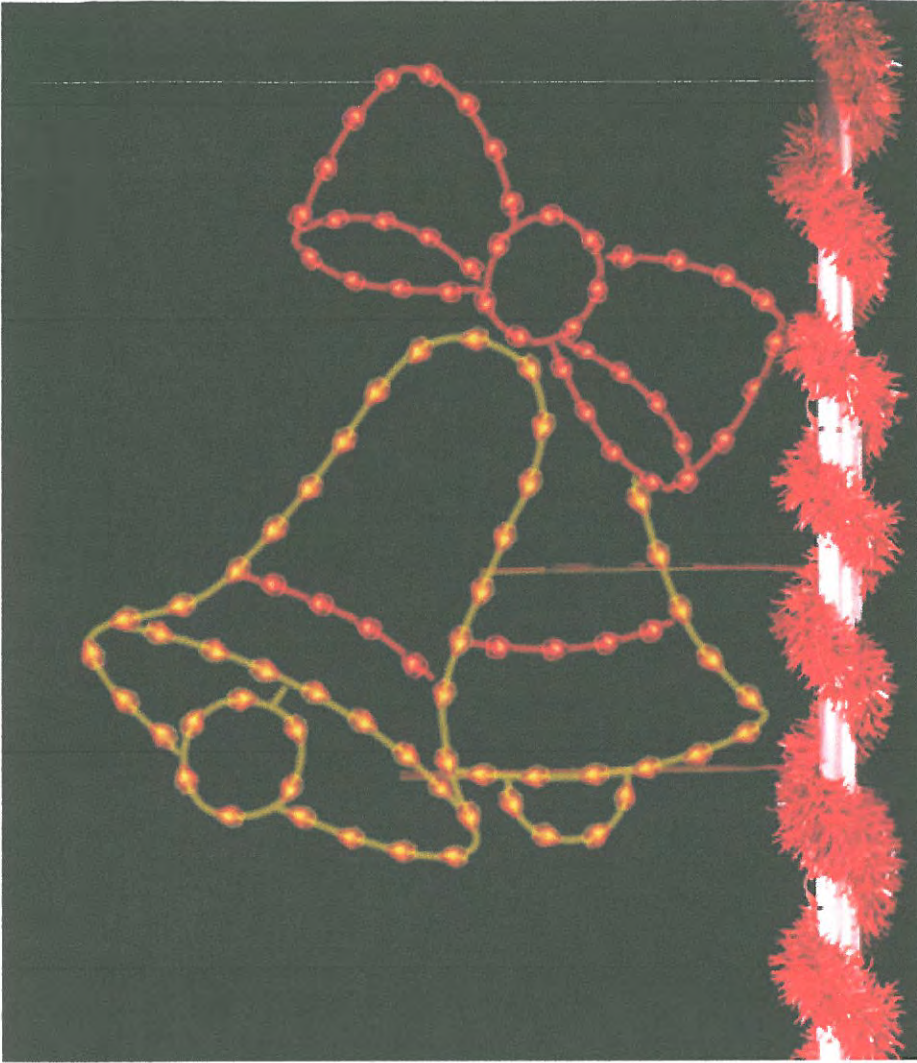
Hat tipping Snowman measuring 4-1/2' x 7' with 145 C7 LED lamps and weight of 35 lbs

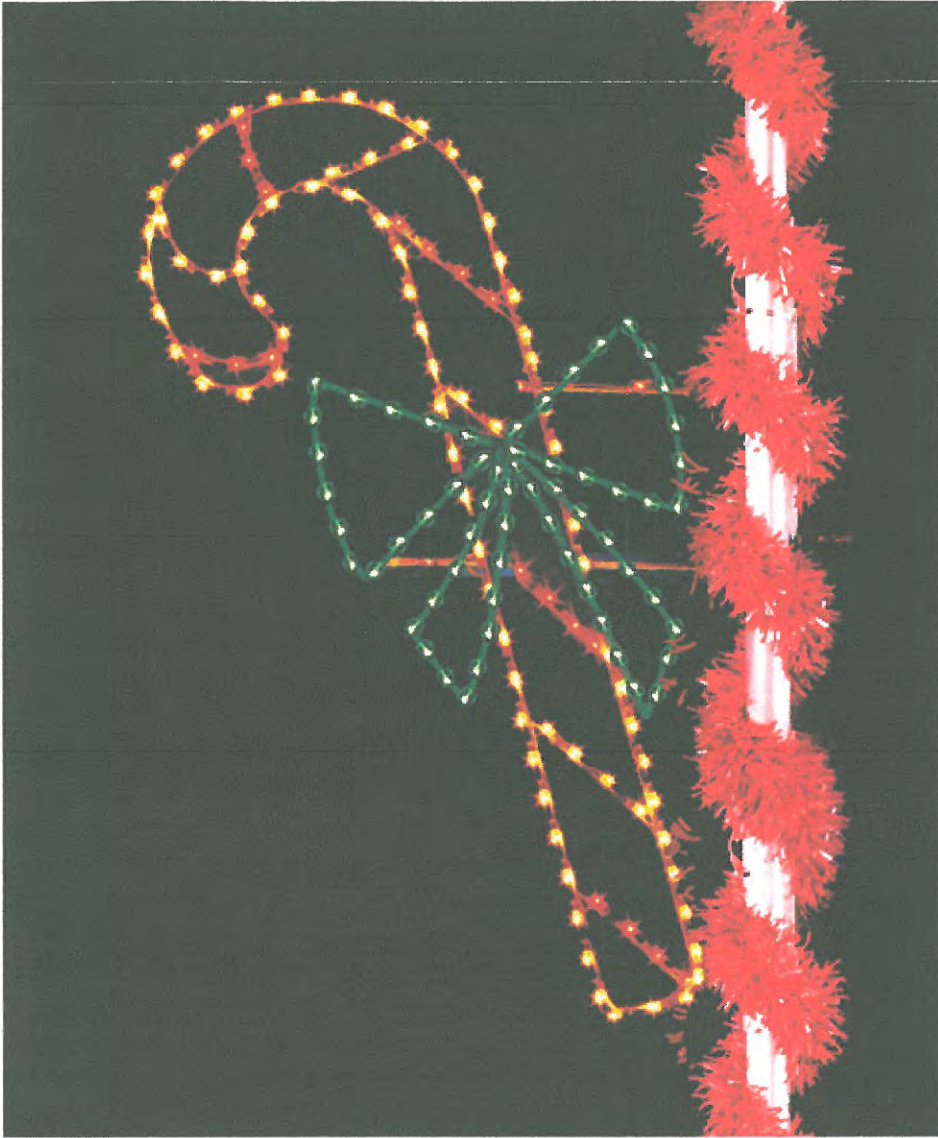
Bells with bow silhouette measuring 5'x6' with 111 C7 lamps and weight of 24 lbs

Loop Tree measuring 5'x8' with 92 LED lights and weight of 27 lbs

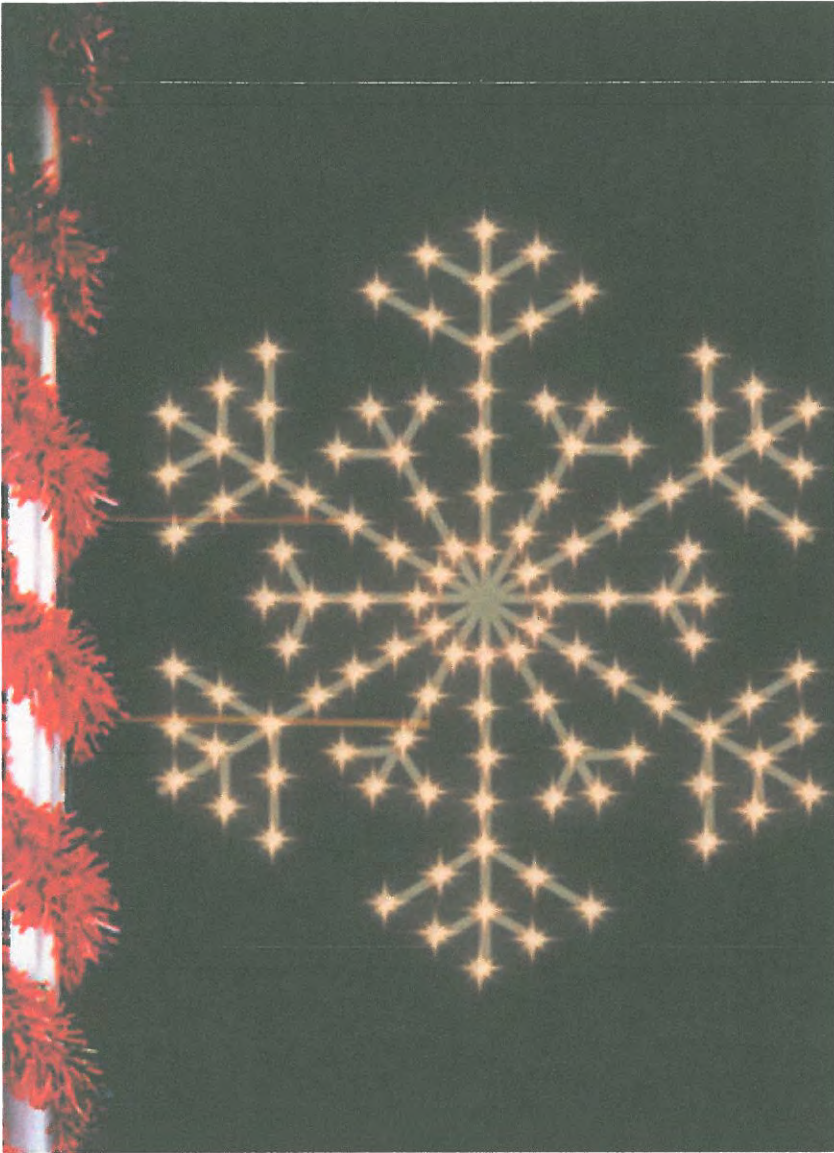


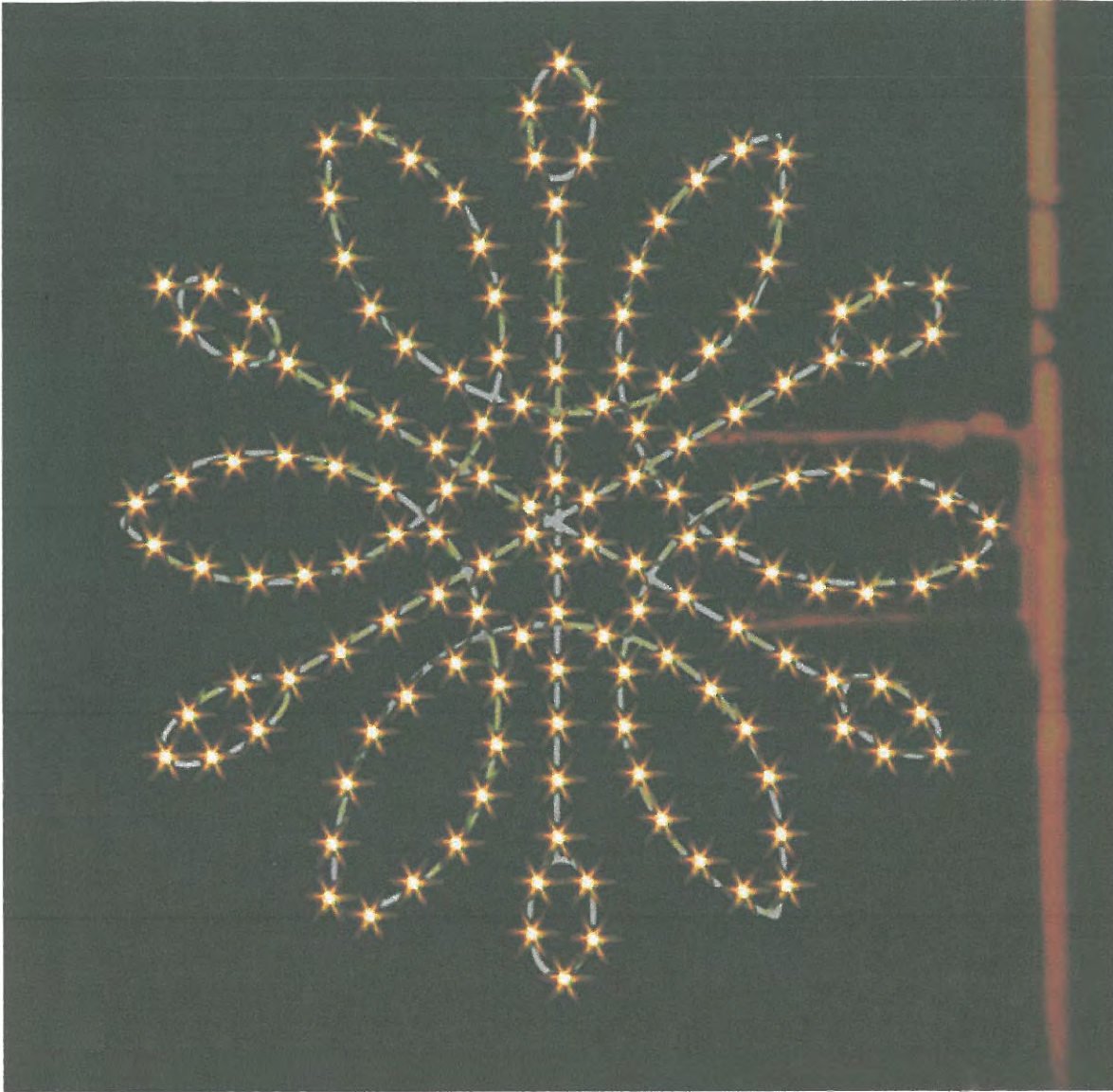




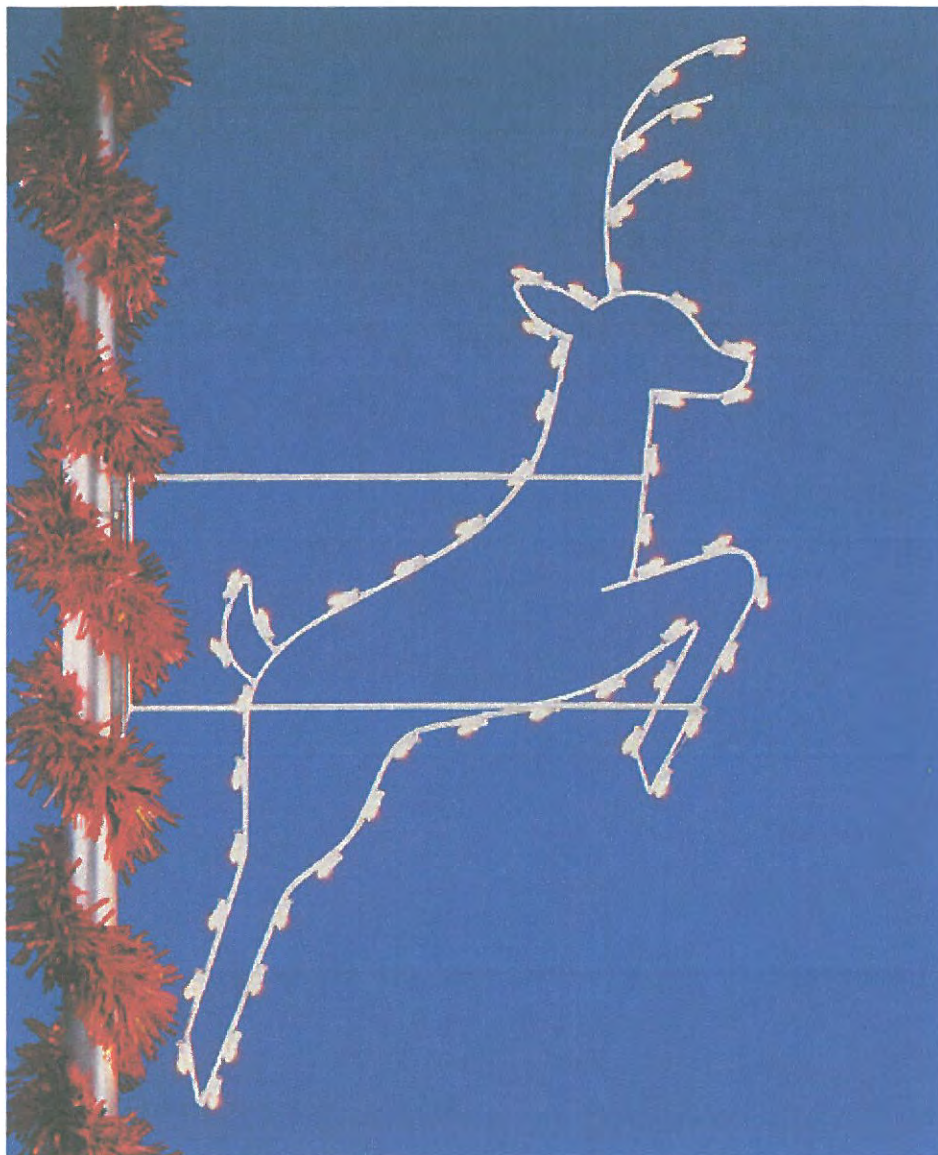


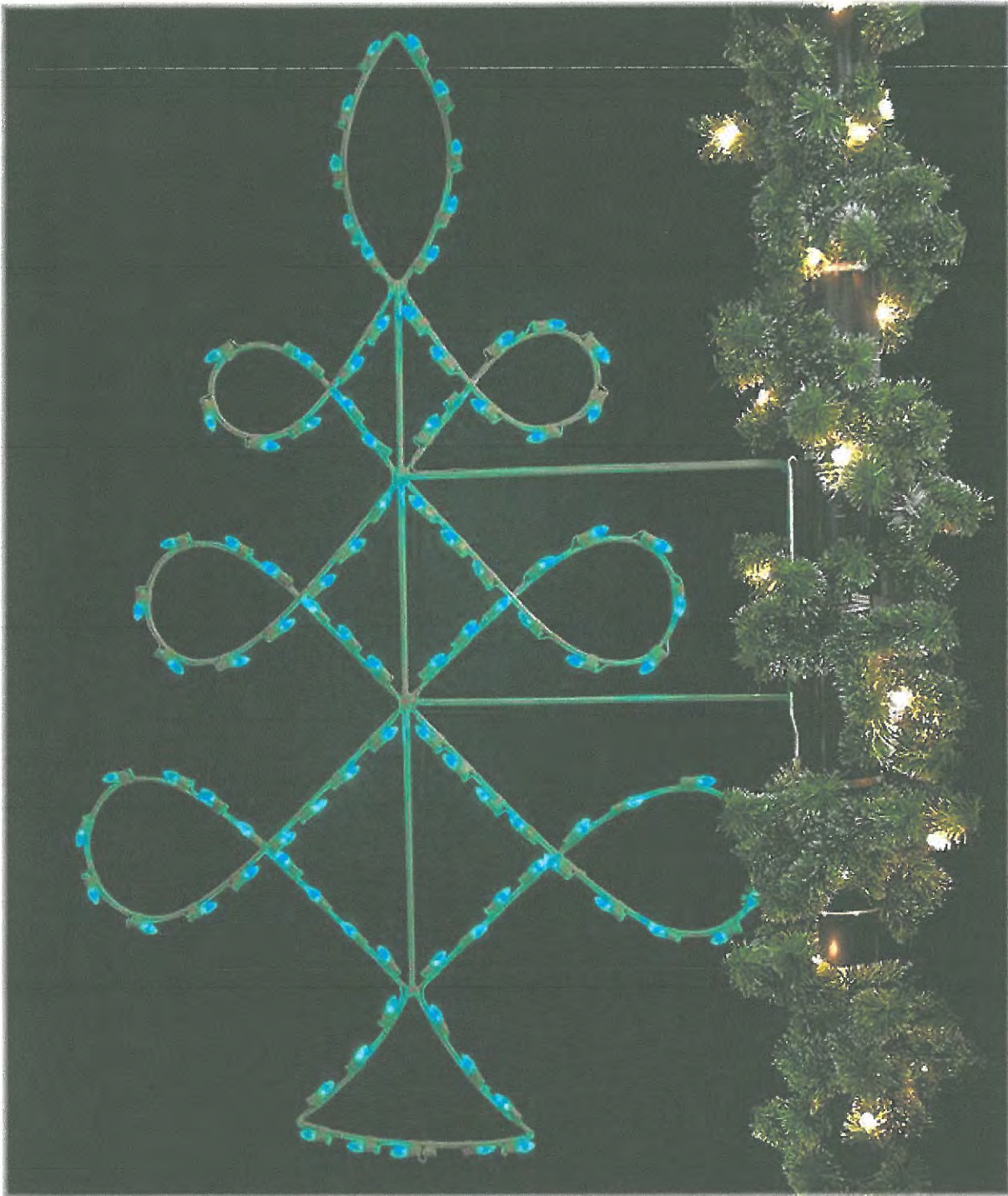




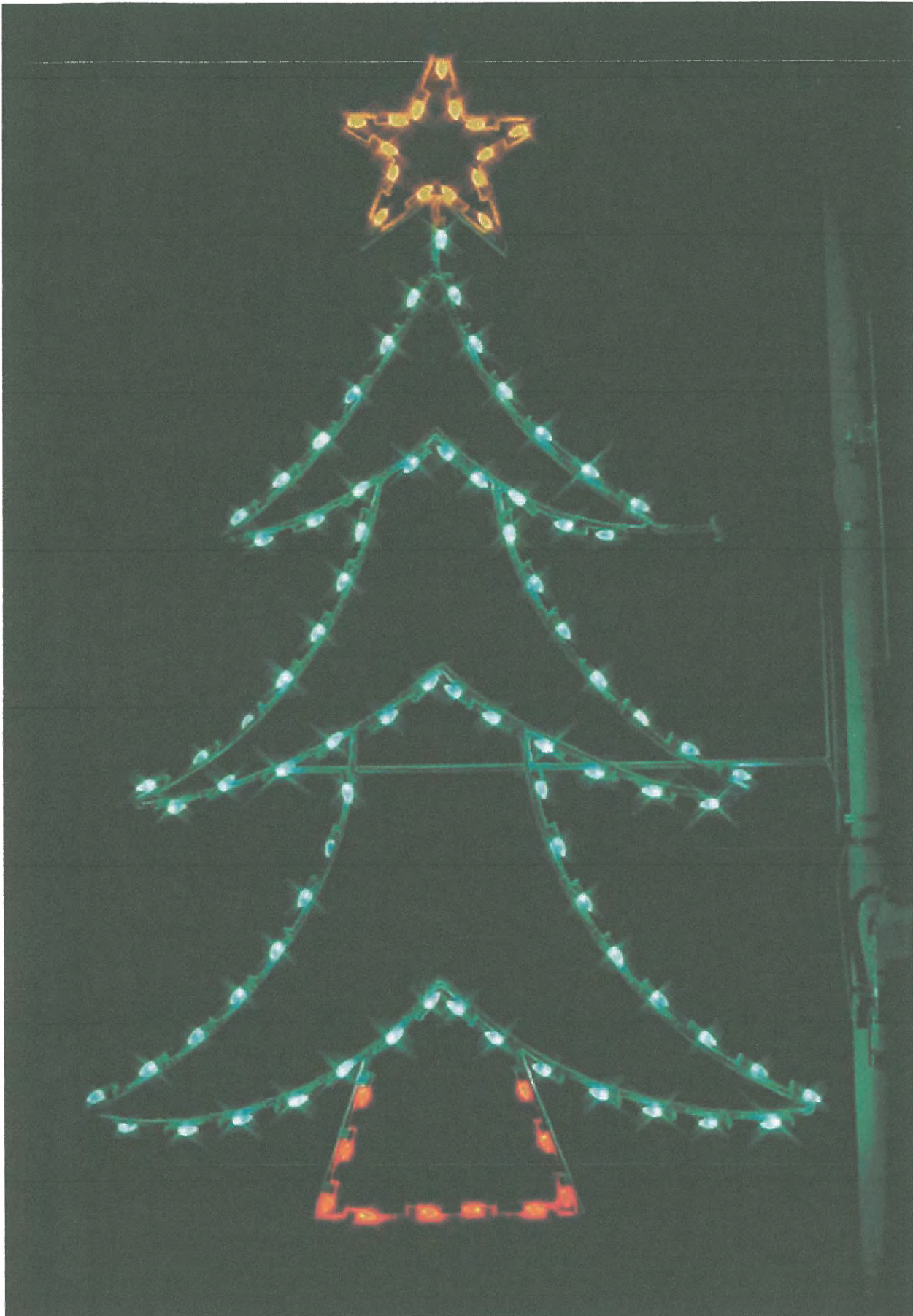












**BID FORM**  
**Christmas Pole Mounted Lights**

Please fill out this cost response form so that the City may accurately compare different bids without having to interpret vendor's cost presentations. If desired, attach addition cost data, including itemizations.

Description	Unit Price	Qty	Total Price
Hat Tipping Snowman 7'	<u>390.00</u>	6	<u>2,340.00</u>
Bells with bow Silhouette 6'	<u>460.00</u>	6	<u>2,760.00</u>
Candy Cane Silhouette 8'	<u>310.00</u>	4	<u>1,240.00</u>
Presidential Snowflake 6'	<u>340.00</u>	6	<u>2,040.00</u>
Spiral Snowflake 6'	<u>340.00</u>	6	<u>2,040.00</u>
Leaping Buck 8'	<u>450.00</u>	4	<u>1,800.00</u>
Loop Tree 8'	<u>395.00</u>	4	<u>1,580.00</u>
Fantasy Christmas Tree 9'	<u>345.00</u>	4	<u>1,380.00</u> 1260
	315		<del>15,180.00</del> 9,5060

Name of business: Winterland, INC

Address: 1101 S. Miller Ave. Marion, IN 46953

Submitted by: WAYNE Seanning

Date: 9-24-2015

Telephone number: 765-664-3918

April 23, 2015

Winterland Inc,  
1101 South Miller Avenue  
Marion, IN  
USA 46953

To whom this may concern,

Recently, I created a company that provides seasonal displays four times a year. My customers are condominium and resort corporations that desire to stand out from the rest and make a statement.

Upon my first contact with your company, I had the pleasure of dealing with Mr. Wayne Jennings. Right from the start I knew that he was listening to my needs and truly was there to find the right products for my displays. He has worked tirelessly to ensure that I meet my deadline and that my work stands apart from the rest.

My sincere thanks to Wayne and his team, who were there and made my every contact with your company, pleasant at all times. Well done!!

Yours truly,

Natalie Catenacci Ross  
**Nice Work by Natalie**  
20 Meadowbrook Lane  
Thornbury, ON  
N0H 2P0





December 20, 2013

Winterland, Inc.  
1101 South Miller Avenue  
Marion, Indiana 46953  
Attn: Mr. David Fred

Dear Mr. Fred,

I wanted to take a minute and write a note to you for the extraordinary services of Wayne Jennings. Alexis Means, Guest Relations Director and I met Wayne at IAAPA in November of 2012. Since the first time we met Wayne, he has been the most helpful and collaborative partner that a customer could want.

Wayne was very creative in the way he was able to deliver us the product that we required, as well as being able to meet our budget and time requirements. You are very fortunate to have such a great associate in Wayne Jennings.

Wayne has been able to earn my confidence and respect over the past year. Our intention is to continue to have Winterland, Inc. as our vendor and partner in Wild Lights for many years to come.

Sincerely,

Gerry VanAcker  
Chief Operating Officer  
Detroit Zoological Society

cc: Alexis Means  
Wayne Jennings

## Wayne Jennings

---

**From:** Rhonda Hinch [r.hinch@sbcglobal.net]  
**Sent:** Tuesday, December 9, 2014 11:19 AM  
**To:** Wayne Jennings  
**Subject:** Re:

Hi, Wayne.

I am not quite sure what to say. First, there are no apologies necessary. I understand you have a business and much "bigger fish to fry" rather than spending time on my small my project. It was just a thought of something extra special and different to give my husband for Christmas. I would have loved to have ordered the Huey helicopter lighted display. It would have been awesome, but I just couldn't justify the cost not to mention the size. As you probably know from your Dad, the Huey helicopter has a significant meaning to all Vietnam veterans. It one was of the things that symbolized the war to them. My husband was assigned to the 1st CAV in Vietnam. After the war, he returned and spent the next 34+ years of his life being a helicopter pilot, flight instructor, flight examiner. He retired with over 10,000 hours of flight time. He was assigned to many different units and flew many different type helicopters during his career, but being a member of Charlie Troop, 1st Squadron, 9th Calvary Regiment, 1st Calvary Division (Airmobile) - VIETNAM was the most important and meaningful to him. He developed lifelong friends due to their shared experiences and consider themselves brothers to this day. Second only to the Huey, the CAV patch has significant importance and meaning to my husband. I think the lighted display of the CAV patch turned out great and I know my husband will love it. However, I do not expect you to complete the order without charge. I feel you gave me a fair price for creating the piece and I expect to pay for it as we previously discussed.

Your response means a great deal to me. I am so grateful there are people such as yourself that have high standards and strive for outstanding customer service in their business. I feel fortunate to have been able to share a small part of my husband's story, knowing that you understand because of your Dad's service and Vietnam experience.

I hope you have a great Christmas and may God bless you in the new year!

Thanks again,  
Rhonda

**From:** Wayne Jennings <[wjennings@winterlandinc.com](mailto:wjennings@winterlandinc.com)>  
**To:** 'Rhonda Hinch' <[r.hinch@sbcglobal.net](mailto:r.hinch@sbcglobal.net)>  
**Sent:** Monday, December 8, 2014 10:52 AM  
**Subject:** FW:

Hi Rhonda,

I am finally off the road from the season installs, I have thought about this matter every day and it bothers me because I know that my customers are everything to me. I try to follow up like clockwork, however when I go into 18 hour days, 7 days a week, I sometimes get lost. The conversations we had were very important to me and the display for your husband meant a lot to me, as my Father was in Vietnam as well, so there is sentiment. Please except this display as a token of my appreciation at no charge, I will have Vicki re -quote the shipping and make sure it is acceptable. I do apologize as a person first and a salesmen, I never let my customers down. I hope the display is to your liking??

Happy Holiday and God bless

---

# THE CITY OF FRANKFORT



June 2, 2015

To Whom it May Concern,

It is with great pleasure and strong conviction that I recommend Toby Neher and Winterland Inc. After having worked with Winterland for a few years now, I feel secure in stating that they truly care about their clients and provide the best product possible.

As a longtime resident and Park Supervisor for the City of Frankfort, I have witnessed a shift in our park's Christmas display through the years that has not always been positive. However, in the last few years with Toby's help, I feel that our park's display have been on the upswing and I'd like to see that continue. With the general knowledge/ and willingness to help, Winterland has help us provide an outstanding display for our community.

In addition to everything that Winterland could do for your company, I'd like to add that Toby is a good person with a good heart, and truly cares about his client's happiness. Please feel free to contact me if you have further questions about Toby or Winterland.

Sincerely,

Joel Tatum  
Park's Supervisor  
City of Frankfort



RESOLUTION NO. 15-54

A RESOLUTION SUPPORTING THE OFFICERS WHO PROVIDE PUBLIC  
SAFETY TO THE COMMUNITY

---

WHEREAS, the men and women of the Arnold Police Department and all law enforcement agencies throughout the nation protect and serve their communities with honor, dedication, and integrity; and

WHEREAS, that protection and service puts them at regular risk of injury or death; and

WHEREAS, over the last decade an average of 147 law enforcement officers have died each year in the line of duty; and

WHEREAS, the City of Arnold calls on the Federal and State governments to fully fund all law enforcement assistance programs to ensure that law enforcement officers are provided the resources and equipment necessary to ensure an officers ability to protect and serve and return home at the end of a shift.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, stands together with the Arnold Police Department and law enforcement officers nationwide.

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

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

ATTEST:

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

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

October 8, 2015

**CITY OF ARNOLD PAYROLL WARRANT**

PAYROLL PERIOD ENDED: 9/25/15  
PAYCHECKS DATED: 9/30/15

PAYROLL WARRANT NUMBER: 1222  
PAYROLL NUMBER: 2015-20

**DETAIL OF GROSS PAYROLL**

REGULAR	203,010.53
REGULAR- P.T.	18,918.47
HOLIDAY	-
VACATION	7,529.49
SICK	7,446.74
OVERTIME	15,607.89
OVERTIME - P.T.	-
PERSONAL TIME	410.70
HOLIDAY PAY	-
LONGEVITY	2,383.68
COMP TIME	3,640.70
FUNERAL LEAVE	409.44
MILITARY LEAVE	-
ON-CALL	345.76
VEHICLE	-
SECONDARY REGULAR-Swim	1,384.44
PHONE ALLOWANCE/IPAD	-
CLOTHING ALLOWANCE	-
LOCK-IN REC CENTER	45.99
TOTAL GROSS PAY	<u>261,133.83</u>
PAYROLL SUMMARY	
GROSS PAY	261,133.83
DEDUCTIONS	76,950.43
NET PAY	<u>184,183.40</u>

**DETAIL OF DEDUCTIONS WITHHELD**

FICA/MEDICARE	19,776.23
FEDERAL	31,293.66
STATE	11,595.00
LOCAL	151.16
POLICE PENSION	8,793.51
GARNISHMENT	-
VOYA ING	2,329.20
ICMA	90.00
VISION	-
SUPPLEMENTAL LIFE	-
SHORT TERM DISABILITY	-
FLEX SPENDING	1,985.61
DEPENDENT CARE	76.92
HEALTH INS-EMPLOYEE COST	-
REC MEMBERSHIP	301.73
AFLAC	557.41
DENTAL	-
LEISURE PASS	-
HEALTH INS-SPOUSE	-
BANKRUPTCY PAY	-
GOLF MEMBERSHIP	-
IPAD PAY	-
DATA PLAN	-
Washington Nat'l	-
TOTAL DEDUCTIONS	<u>76,950.43</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 2015-20**  
**DETAIL OF OVERTIME BY DEPARTMENT P/R P/E 09/25/2015**

<u>DEPARTMENT</u>	<u>TOTAL OVERTIME</u>	
IT DEPT	25.64	
GEN & ADM		
MAYOR/PARKS		
ADMINISTRATOR		
TOURISM		
FINANCE		
CLERK/COLL		
PLANNING		
POLICE	9,682.36	Wire Tap, HIDTA Grant, DWI Checkpoint
DISPATCHERS	549.68	Scheduled Overtime
BUILDING		
PUBLIC WORKS	-	
FLEET		
STREET	424.21	
PARKS	4,729.73	Arnold Days
RECREATION		
HEALTH		
RABIES	196.27	Clean Pound/call out
GOLF		
SEWER		
STORMWATER		
PARKS PT EMPLOYEE		
TOTAL	15,607.89	

**CITY OF ARNOLD PAYROLL WARRANT**

PAYROLL PERIOD ENDED: 09/25/15  
 PAY CHECKS DATED: 09/30/15

PAYROLL WARRANT NUMBER : 1222  
 PAYROLL NUMBER: 2015-20

**DETAIL OF OVERTIME COSTS**

NAME	HOURS	COSTS	
D Christopher	0.50	25.64	Sub-IT 25.64
T Beutenmiller	8.00	394.32	
W Bonsach	8.00	410.16	
J Christopher	4.00	165.36	
J Clouse	8.50	281.90	
M. Cobb	12.00	410.04	
J Crites	6.50	205.24	
P. Giacopeli	1.25	52.67	
D Gierer	19.75	857.05	
J Gorenstein	8.00	330.72	
M Herold	5.50	172.92	
J Jones	5.50	255.83	
E Klutho	23.00	988.43	
T Leassner	29.00	1,486.83	
R Malone	5.00	169.13	
M Mantler	9.00	372.06	
J O'barr	0.50	19.19	
J Palme	8.50	358.15	
D Rodgers	3.00	139.55	
O Ruiz	20.00	859.50	
M Shular	12.00	397.98	
J Sikes	5.00	239.33	
M Stivers	11.50	484.55	
T Watson	11.00	364.82	
R Wieland	5.00	266.63	Sub-Police 9,682.36
J Holjevic	5.50	172.76	
M Ruiz	9.00	282.69	
L Vaughn	3.00	94.23	Sub-Dispatch 549.68
M Bonnot	3.00	95.18	
D Kuenzle	9.50	329.03	Sub-Street 424.21
R Dornseif	29.00	1,107.51	
A Hukic	34.75	699.52	
R Kinworthy	21.50	649.19	
<b>TOTAL</b>		<b>15,607.89</b>	

**DETAIL OF ON-CALL COSTS**

NAME	HOURS	COSTS
G Pickrell	4.00	80.52
D Kuenzle	4.00	92.36
J. Preis	4.00	80.52
J Pogorzelski	4.00	92.36
<b>Total</b>		<b>345.76</b>

**DETAIL OF OVERTIME COSTS**

NAME	HOURS	COSTS	
P Allen	15	319.95	
K Fay	14	236.04	
R Ferguson	27.5	592.76	
T Kohut	45.5	1,124.76	Sub-Parks/Rec 4,729.73
G Pickrell	4.50	135.88	
J Preis	2.00	60.39	Sub-Rabies 196.27
<b>Total</b>		<b>2,469.78</b>	



**CITY OF ARNOLD GENERAL WARRANT**

**WARRANT NO: 5652**

**WARRANT DATE: October 15, 2015**

	General Fund	Drug Forfeiture Fund	POST Fund	Tourism Fund	Rec Center Fund	Golf Course Fund	Stormwater Fund	Special Fund	Totals
Manual checks	210,431.16	-	-	116.70	3,641.48	2,405.50	148.68	27,290.88	244,034.40
System checks	289,244.27	5,905.00	2,590.00	27,171.59	4,031.14	5,479.74	3,473.62	-	337,895.36
	<u>499,675.43</u>	<u>5,905.00</u>	<u>2,590.00</u>	<u>27,288.29</u>	<u>7,672.62</u>	<u>7,885.24</u>	<u>3,622.30</u>	<u>27,290.88</u>	<u>581,929.76</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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 CHECK REGISTER - BY FUND

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	82769	10/02/15	C0266	CHARTER COMMUNICATI	115	46110	INTRNT CWS 10/3-11/	0.00	239.91
10111	82770	10/02/15	D0274	HARVEY & DONNA DIET	191	45115	TEMP EASEMENT	0.00	543.00
10111	82771	10/02/15	H0356	CHARLES & CHERYL HU	191	45115	TEMP EASEMENT	0.00	641.00
10111	82772	10/02/15	M0222	MISSOURI AMERICAN W	105	46240	CWS 8/1-8/31	0.00	25.55
TOTAL CHECK				MISSOURI AMERICAN W	330	46240	1838 OL LMY FRY 8/1	0.00	25.55
10111	82773	10/02/15	S0462	SAPAUGH GM COUNTRY	210	45320	KYNG ERROR CK 82728	0.00	80.00
10111	82774	10/02/15	U0065	DWAYNE DYPSON	191	45115	TEMP EASEMENT	0.00	415.00
10111	82775	10/02/15	V0039	VANTAGE POINT TRANS	00	22020	ICMA PE 9/25	0.00	90.00
10111	82776	10/02/15	W0308	DONALD & JOAN WREN	191	45115	TEMP EASEMENT	0.00	410.00
10111	82786	10/05/15	A0092	A PRINTING INC	120	45210	REPLACE CK 80804	0.00	756.50
10111	82787	10/09/15	A0272	A T & T MOBILITY	420	46140	SERVICE 8/24-9/23	0.00	68.72
10111	82787	10/09/15	A0272	A T & T MOBILITY	450	46140	SERVICE 8/24-9/23	0.00	68.72
10111	82787	10/09/15	A0272	A T & T MOBILITY	240	46140	SERVICE 8/24-9/23	0.00	137.44
TOTAL CHECK								0.00	274.88
10111	82788	10/09/15	A0272	A T & T MOBILITY	330	46140	SERVICE 8/24-9/23	0.00	230.79
10111	82789	10/09/15	A0272	A T & T MOBILITY	310	46140	SERVICE 8/24-9/23	0.00	152.90
10111	82789	10/09/15	A0272	A T & T MOBILITY	315	46140	SERVICE 8/24-9/23	0.00	114.33
10111	82789	10/09/15	A0272	A T & T MOBILITY	320	46140	SERVICE 8/24-9/23	0.00	334.53
TOTAL CHECK								0.00	601.76
10111	82790	10/09/15	C0016	COLLECTOR OF REVENU	00	20240	3RD QTR TAX	0.00	841.01
10111	82791	10/09/15	J0025	BILL JAMES	191	45115	TEMP EASEMENT	0.00	416.00
10111	82792	10/09/15	L0224	MARC & DARLA LAPLAN	191	45115	TEMP EASEMENT	0.00	397.00
10111	82793	10/09/15	M0601	CHRISTOPHER MUNRO	191	45115	TEMP EASEMENT	0.00	539.00
10111	82794	10/09/15	R0260	KURT & PATRICIA RIC	191	45115	TEMP EASEMENT	0.00	510.00
10111	82795	10/09/15	R0261	ANTHONY RUSSO	191	45115	TEMP EASEMENT	0.00	677.00
10111	82796	10/09/15	S0023	SAM'S CLUB DIRECT	310	45110	COFFEE CREAMER	0.00	20.74
10111	82796	10/09/15	S0023	SAM'S CLUB DIRECT	310	45160	COMET FEBREZE	0.00	21.74
10111	82796	10/09/15	S0023	SAM'S CLUB DIRECT	210	45140	BATTERIES	0.00	22.96
TOTAL CHECK								0.00	65.44
10111	160022	10/05/15	A0178	A T & T MISSOURI	105	46110	A070700 9/3-10/2	0.00	3,630.89
10111	160023	09/25/15	A0019	AMERENUE	310	46210	2912ARNTNBKR8/12-9/	0.00	904.07

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	160023	09/25/15	A0019	AMERENUE	310	46210	2900ARNTNBRK8/12-9/	0.00	548.52
10111	160023	09/25/15	A0019	AMERENUE	310	46210	2912ARNTNBRK8/12-9/	0.00	519.40
10111	160023	09/25/15	A0019	AMERENUE	310	46210	2912ARNTNBRK8/12-9/	0.00	76.88
10111	160023	09/25/15	A0019	AMERENUE	310	46210	2691ARNTNBRK8/12-9/	0.00	45.67
10111	160023	09/25/15	A0019	AMERENUE	310	46210	2612ARNTNBRK8/12-9/	0.00	39.82
TOTAL	CHECK							0.00	2,134.36
10111	160024	09/30/15	A0019	AMERENUE	320	46210	CHRCH/OL LMY 8/17-9	0.00	37.79
10111	160024	09/30/15	A0019	AMERENUE	330	46210	1820 OL LMY FRY 8/1	0.00	33.27
10111	160024	09/30/15	A0019	AMERENUE	320	46210	CHRCH/STRDST 8/17-9	0.00	29.11
10111	160024	09/30/15	A0019	AMERENUE	320	46210	CHRCH/OL LMY 8/17-9	0.00	26.94
10111	160024	09/30/15	A0019	AMERENUE	320	46210	CHRCH/STRDST 8/17-9	0.00	26.46
10111	160024	09/30/15	A0019	AMERENUE	330	46210	1820 OL LMY FRY 8/1	0.00	92.74
TOTAL	CHECK							0.00	246.31
10111	160025	10/05/15	A0018	AMERENUE	105	46210	2101 JEFFCO 8/19-9/	0.00	4,941.11
10111	160026	10/02/15	A0341	ANTHEM BLUE CROSS B	00	20370	HEALTH INS 10/15	0.00	102,172.39
10111	160026	10/02/15	A0341	ANTHEM BLUE CROSS B	00	20190	COBRA INS 10/15	0.00	522.30
TOTAL	CHECK							0.00	102,694.69
10111	160027	09/17/15	E0007	EFTPS	00	20210	FED WITHHLDNG PE 9/3	0.00	706.22
10111	160027	09/17/15	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 9/	0.00	1,395.99
TOTAL	CHECK							0.00	2,102.21
10111	160028	09/21/15	E0007	EFTPS	00	20210	FED WITHHLDNG PE 9/1	0.00	30,705.94
10111	160028	09/21/15	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 9/	0.00	38,628.82
TOTAL	CHECK							0.00	69,334.76
10111	160029	09/22/15	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 9/	0.00	11,333.00
10111	160029	09/22/15	M0035	MISSOURI DEPARTMENT	150	43290	FTILING FEE	0.00	0.50
TOTAL	CHECK							0.00	11,333.50
10111	160030	10/06/15	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 9/	0.00	267.00
10111	160030	10/06/15	M0035	MISSOURI DEPARTMENT	150	43290	FTILING FEE PE 9/30	0.00	0.50
TOTAL	CHECK							0.00	267.50
10111	160031	09/30/15	P0014	PUBLIC WATER DISTRI	330	46210	1828 OL LMY FRY 8/7	0.00	37.99
10111	160031	09/30/15	P0014	PUBLIC WATER DISTRI	330	46210	1824 OL LMY FRY 8/7	0.00	13.95
10111	160031	09/30/15	P0014	PUBLIC WATER DISTRI	330	46210	1840 OL LMY FRY 8/7	0.00	13.53
TOTAL	CHECK							0.00	65.47
10111	160034	09/17/15	V0092	VOYA	00	22030	EMPLOYEE CNTRB PE 9/	0.00	2,329.20
10111	160035	09/30/15	V0092	VOYA	00	22030	EMPLOYEE CNTRB PE 9/	0.00	2,329.20
TOTAL	CASH ACCOUNT							0.00	209,188.59
10131	160032	09/29/15	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBUR	0.00	839.35
10131	160033	10/06/15	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBUR	0.00	403.22

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	----	DESCRIPTION	----	SALES TAX	AMOUNT
TOTAL CASH ACCOUNT										0.00	1,242.57
TOTAL FUND										0.00	210,431.16

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PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0254 A PLUS WIRING SOLUTIONS TOTAL CHECK	210	45180	160052	3936	390.00	REPLACE CAMERA IN CELL #4
A0178 A T & T TOTAL CHECK	105	46110		092515	390.00	
A0116 ACTION LANDSCAPING INC TOTAL CHECK	410	43260	160034	7162	318.21	CRCT TO PW 9/25-10/24
TOTAL CHECK					318.21	
A0012 AFLAC TOTAL CHECK	00	20356		075233	881.13	GRASS CUTS FY16
TOTAL CHECK					291.78	GRASS CUTS FY16
A0217 AMEREN SERVICES TOTAL CHECK	310	45115	160125	26JF132872	51.12	GRASS CUTS FY16
TOTAL CHECK					448.20	GRASS CUT 2248 SUMMIT
A0032 APPLIED CONCEPTS TOTAL CHECK	210	45250	160053	276991	50.00	GRASS CUT 452 DOUGLAS
A0101 AUS ST LOUIS MC LOCKBOX	105	45160		0262462	50.00	GRASS CUT 2917 TENBROOK
TOTAL CHECK					485.00	GRASS CUT 3368 BOCA RATON
	105	45160		0289318	485.00	ACCIDENT INS 9/15
	105	45160		0289318	291.78	CANCER INS 9/15
	330	45150		262463	51.12	CRITICAL CARE 9/15
	330	45160		262463	448.20	HOSP INDMTY 9/15
	320	45150		262464	1,672.23	
	420	45150		262465	5,378.00	INSTALL AND MAINTAIN SING
	315	45110		262466	5,378.00	
	315	45150		262466	17,196.00	STALKER DSR RADAR UNITS
	310	45150		262467	17,196.00	
	310	45160		262467		
	330	45150		289319		
	330	45160		289319		
	320	45150		289320		
	420	45150		289321		
	315	45110		289322		
	315	45150		289322		
	310	45150		289323		
	310	45160		289323		
TOTAL CHECK					455.28	MATS, MOPS, TOWELS



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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0035	420	45110		563305	71.39	CANINE RABIES, MEDS,
ARNOLD ANIMAL HOSPITAL	420	45110		563306	20.00	CANINE RABIES
TOTAL CHECK	420	45110		563314	100.00	MALE CANINE ADOPTION
					191.39	
A0092	460	45210	160074	15313	1,012.13	32000 #10 ENVELOPES FOR M
A PRINTING INC	315	45110		15313A	106.41	SERVICE ROST FORMS
TOTAL CHECK					1,118.54	
A0082	320	45110	160042	354069	1,230.00	CONCRETE - FY16
ARNOLD READY MIX	320	45110	160042	354070	408.00	CONCRETE - FY16
TOTAL CHECK	320	45110	160042	354073	82.00	CONCRETE - FY16
					1,720.00	
A0040	320	45110		411242	11.00	FUEL MIX
ARNOLD RENTAL CENTER	320	45110		412564	1.45	GASKET
TOTAL CHECK	320	45110		412610	37.60	CARBURETOR
					50.05	
A0050	105	46410		19220	240.00	SERVICE 10/15
AUTHORIZED ELEVATOR INC					240.00	
TOTAL CHECK					240.00	
B0213	210	45180		407721951	54.00	PASTRIES FOR PRISONER
RONALD G BOYSTER DISTRIBUTIN					54.00	
TOTAL CHECK					54.00	
B0442	310	43120	160083	46348	34,325.41	CONSTRUCTION INSPECTION S
GEORGE BUTLER ASSOCIATES	310	43120	160083	46503	17,167.91	CONSTRUCTION INSPECTION S
TOTAL CHECK					51,493.32	
C0015	110	44110		092315	521.42	PER DIEM-MML CONF
CLAUDE COOLEY	110	44130		092315	287.50	MILEAGE - MML CONF
TOTAL CHECK					808.92	
C0199	110	44110		092315	96.00	PER DIEM - MML CONF
RONALD COUNTS	110	44130		092315	287.50	MILEAGE - MML CONF
TOTAL CHECK	110	44140		092315	-108.00	RMBS PRSNL EXP
					275.50	
D0005	00	20181		100915	381.00	POST CMNNSN 9/15
DEPARTMENT OF PUBLIC SAFETY					381.00	
TOTAL CHECK					381.00	
D0114	105	43290		4091715	77.94	FLOWERS-M CURCURU
DIERBERGS MARKETS					77.94	
TOTAL CHECK					77.94	
D0261	310	45110		45301	142.55	STOCK 1ST AID KIT
DISCOVERY FIRST AID &	315	45110		45302	30.70	STOCK 1ST AID KIT
TOTAL CHECK					173.25	
E0088	210	45170		15055	263.50	DOG FOOD
BL-MED INC					263.50	
TOTAL CHECK					263.50	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
F0056 FASTENAL TOTAL CHECK	320	45110	MOSL640979		18.32	WASHERS, BOLTS
F0009 FRAN ANN ENGRAVING TOTAL CHECK	105	43290		56813	30.50	9/11 FLAG PLATE
F0181 JASON FULBRIGHT TOTAL CHECK	110 110	44110 44130		092315 092315	100.00 321.20 421.20	PER DEIM - MML CONF MILEAGE - MML CONF
G0003 GALL'S INC TOTAL CHECK	210	45150		4051647	70.07	GARRISON BELT, TACTIC
G0217 GREAT-WEST LIFE & ANNUITY TOTAL CHECK	00	22010		092915	64,261.40	POLICE PENSION 9/15
H0332 FW HARTER CO INC TOTAL CHECK	105	46410		27034	55.00	SHUT OFF VALVES
H0009 HOME SERVICE OIL CO TOTAL CHECK	320	45310	160060	1155	1,940.53	GAS FOR FY 16
I0018 INTERNATIONAL CODE COUNCIL TOTAL CHECK	240	45250		1000615014	186.00	15 IRC CMMNTRY COMBO
J0008 JEFFERSON COUNTY TREASURER TOTAL CHECK	00	20180		100915	381.00	BTRRD PRSNS 9/15
J0031 JOHNNY ON THE SPOT TOTAL CHECK	330	45090	160154	182975	246.00	FARMERS MKT - MONTHLY SER
J0039 JUST POOLS TOTAL CHECK	105	46410		192546	15.00	CHLORINE FOR FOUNTAIN
K0047 K & K SUPPLY TOTAL CHECK	320 320 320	45110 45110 45110		519293 519868 519979	65.60 5.00 44.04 114.64	ULTRA LUBE GREASE ORANGE GLOVES LOCK
K0057 KOHLS'S TOTAL CHECK	00	20140		100515	89.50	RESTITUTION

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
K0105	310	45230		236357709	576.99	COPIER USAGE 9/15
KONICA MINOLTA BUSINESS SOLU	310	45230		236357815	187.15	COPIER 10/15
TOTAL CHECK					764.14	
L0011	210	45150		360049-01	39.99	TACTILE PANT-WOODRID
LEON UNIFORMS	210	45150		360328	237.85	SHIRTS, PANTS-DOUGHER
TOTAL CHECK					277.84	
M0018	330	45110		A63066	16.66	LAMPS - PBL RESTROOM
METRO ELECTRIC SUPPLY					16.66	
TOTAL CHECK						
M0031	00	20150		100915	2,720.33	CRIME VICTIM 9/15
MISSOURI DEPT OF REVENUE					2,720.33	
TOTAL CHECK						
M0325	150	43290		47490	35.00	SALES TAX RPRT 9/15
MISSOURI DEPT OF REVENUE					35.00	
TOTAL CHECK						
M0305	191	45010		742387985	27.00	10/14 PUBLIC HRNG AD
MISSOURI LAWYERS MEDIA					27.00	
TOTAL CHECK						
M0600	00	32280		092315	50.00	RPND DRVWY PERMIT
JOHN MUES					50.00	
TOTAL CHECK						
N0136	105	43290	160147	136	2,500.00	RESEARCH SOLAR STREET LIG
NORTHVEN CONSULTING					2,500.00	
TOTAL CHECK						
O0002	210	43290		082715	52.50	HALLOWEEN CHIPS
OLD VIENNA SNACKS					52.50	
TOTAL CHECK						
O0095	110	44110		092315	75.00	PER DIEM - MML CONF
DAVID OWENS	110	44140		092315	-20.00	RMBS PERSNL EXP
TOTAL CHECK					55.00	
O0005	315	45110		R00521006	193.50	OXYGEN/ACETELVNE TNKS
OZ-ARC EQUIPMENT					193.50	
TOTAL CHECK						
P0279	00	37060		092915	100.00	PRTL SEASON REFUND
KENNETH POOKER					100.00	
TOTAL CHECK						
P0272	00	13001		092915	5,333.31	RPLC CK 29846
PRODUCTIVITY PLUS ACCOUNT					5,333.31	
TOTAL CHECK						

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
R0002	210	49150	160101	436917	960.00	CODE 3 LED 6 BLUE/WHITE L
ED ROEHR RADIO COMPANY	210	49150	160027	436918	1,725.00	EQUIPMENT FOR NEW PATROL
	210	49150	160027	437045	8,100.00	EQUIPMENT FOR NEW PATROL
	210	49150		437280	8.31	SD MIRROR WEDGE KITS
	210	45150		82232	-145.00	INV 433425 PD BY WOOL
TOTAL CHECK					10,648.31	
S0015	105	45220		32246	225.18	INK FOR POSTAGE METER
SAWYER MAILING SYSTEMS					225.18	
TOTAL CHECK					225.18	
S0198	330	46420		77790	754.49	RPR WALK BEHIND MOWER
SCOTT'S POWER EQUIPMENT SOUT	330	46420		82538	55.10	TIRES, TUBES
	320	45110		87538	38.55	SQUARE MAGNUM GATORLI
	330	46420		88068	22.95	CLEVIS, BOLT, NUT, PIN
TOTAL CHECK					871.09	
S0594	00	20161	160157	15162-001	83,216.34	WINDCREST SUBDIVISION STR
SPENCER CONTRACTING COMPANY					83,216.34	
TOTAL CHECK					83,216.34	
S0567	420	46150		Y3394426J	4.56	PAGER 10/15
SPOK INC					4.56	
TOTAL CHECK					4.56	
S0245	330	45320	160064	36916	726.00	5LB RECONDITIONED ABC EXT
ST LOUIS RECHARGE & FIRE CON					726.00	
TOTAL CHECK					726.00	
S0191	00	20340		100115	4,494.96	DENTAL INS 10/15
STANDARD INSURANCE CO	00	20343		100115	906.32	VISION INS 10/15
TOTAL CHECK					5,401.28	
S0450	105	46410		69590	295.00	WINDOW CLEANING
SUNSHINE WINDOW CLEANING INC					295.00	
TOTAL CHECK					295.00	
S0017	180	43110		100715	11,346.95	SERVICES 8/28-9/30
ROBERT K SWEENEY, LLC					11,346.95	
TOTAL CHECK					11,346.95	
T0003	115	43240	160059	1150925420	410.55	MONTHLY TELEPHONE MAINTEN
TBCH ELECTRONICS	105	46420		1151002190	75.00	TRBLSHT ISSUE AT CWS
TOTAL CHECK					485.55	
T0127	320	45110		43834	97.16	RAINSUITS
TOOLS PLUS INDUSTRIES					97.16	
TOTAL CHECK					97.16	
T0008	320	45110	160121	4042	78.73	SIGNAGE EXPENSES FOR FY16
TRAFIC CONTROL CO					78.73	
TOTAL CHECK					78.73	



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 PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
U0034	105	43290		38825770	161.70	PSA 9/15
UNITED HEALTHCARE					161.70	
TOTAL CHECK						
W0303	00	20350		P1517655	64.70	SUPPLMNTNL INS 10/15
WASHINGTON NATIONAL INSURANC					64.70	
TOTAL CHECK						
W0006	320	45110	160040	500604	145.55	ASPHALT - FY16
FRED WEBER INC	320	45110	160040	501389	372.47	ASPHALT - FY16
	320	45110	160040	501767	344.15	ASPHALT - FY16
	320	45110	160040	502205	228.32	ASPHALT - FY16
	320	45110	160040	502633	304.12	ASPHALT - FY16
	320	45110	160040	503120	102.49	ASPHALT - FY16
	320	45110	160040	503121	479.94	ASPHALT - FY16
TOTAL CHECK					1,977.04	
W0272	210	45310		42468441	7,833.36	GAS 9/15
WEX BANK	240	45310		42468441	224.12	GAS 9/15
	310	45310		42468441	137.46	GAS 9/15
	320	45310		42468441	102.24	GAS 9/15
	330	45310		42468441	1,435.15	GAS 9/15
	410	45310		42468441	119.05	GAS 9/15
	420	45310		42468441	160.86	GAS 9/15
TOTAL CHECK					10,012.24	
W0004	210	46420	160016	236884	368.00	MONTHLY SERVICE CONTRACT
WIRELESSUSA					368.00	
TOTAL CHECK						
W0019	115	45250	160123	4014220	490.10	FIREWALL INSTALLATION FOR
WORLD WIDE TECHNOLOGY INC	115	45250	160123	4015768	77.77	FIREWALL INSTALLATION FOR
TOTAL CHECK					567.87	
TOTAL CASHABLE CHECKS					289,244.27	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					289,244.27	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 64						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

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PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
N0131	25	45250	160087	4845	5,905.00	4 YEAR SUPPORT SOFTWARE
NITV FEDERAL SERVICES LLC					5,905.00	
TOTAL CHECK					5,905.00	
TOTAL CASHABLE CHECKS					5,905.00	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					5,905.00	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 1						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

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PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
N0131	30	44140	160087	4845	2,590.00	TRAINING CLASS FOR 2 OFPI
TOTAL FEDERAL SERVICES LLC						2,590.00
TOTAL CHECK						2,590.00
TOTAL CASHABLE CHECKS						2,590.00
TOTAL EFT VOUCHERS						.00
TOTAL REPORT						2,590.00
TOTAL NUMBER OF CHECKS TO BE ISSUED - 1						
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	82797	10/09/15	S0023	SAM'S CLUB DIRECT	035	47510	POWERADE, WATER	0.00	116.70
TOTAL CASH ACCOUNT								0.00	116.70
TOTAL FUND								0.00	116.70



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PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0055 AMERICAN CANCER SOCIETY TOTAL CHECK	035	47510		093015	300.00	2ND PLACE FLOAT
A0183 ARNOLD CHAMBER OF COMMERCE TOTAL CHECK	035	47510		2102	3,000.00	SPONSER FOAM FEST RUN
A0105 ARNOLD FOOD PANTRY TOTAL CHECK	035	47562		100215 100915	7,823.00 4,315.69 12,138.69	CLASSICAL CONCERT EXP PRINTING/MAILING PROMO
A0292 ARNOLD HISTORICAL SOCIETY TOTAL CHECK	035	47510		093015	200.00	3RD PLACE FLOAT
B0513 SHERRY BLACKSHER TOTAL CHECK	35	23083		092915	145.00	RFND OVRPD BOOTH FEE
D0212 DRURY INN & SUITES TOTAL CHECK	035	47561		141658	899.90	FOX BAND COMP JUDGES
F0008 FOX C-6 SCHOOL DISTRICT TOTAL CHECK	035	47510		092015	156.00	CONF CNTR-PARADE
F0058 FUND WAYS OF MISSOURI LLC TOTAL CHECK	035	47510	160024	5514	4,830.00	10 X 10 TENTS (INCLUDES S
I0046 IMMACULATE CONCEPTION CHURCH TOTAL CHECK	035	47510		093015	500.00	1ST PLACE FLOAT
J0031 JOHNNY ON THE SPOT TOTAL CHECK	035	47510	160036	182975A	2,695.00	ADA UNITS
T0008 TRAFFIC CONTROL CO TOTAL CHECK	035	47510	160073	4047	1,875.00	TRAFFIC SIGNS - ARNOLD DA
W0004 WIRELESSUSA TOTAL CHECK	035	47510	160018	4011035	432.00	12 WALKIE TALKIES & CHARG
TOTAL CASHABLE CHECKS						27,171.59
TOTAL EFT VOUCHERS						.00
TOTAL REPORT						27,171.59
TOTAL NUMBER OF CHECKS TO BE ISSUED - 12						
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	7481	10/09/15	A T & T MOBILITY	340	46140	SERVICE 8/24-9/23	0.00	75.71
10111	7482	10/09/15	MISSOURI AMERICAN W	340	46240	1695 MO ST 8/15	0.00	25.55
10111	7483	10/09/15	SAM'S CLUB DIRECT	340	45112	PLEX HOSES	0.00	59.96
10111	7483	10/09/15	SAM'S CLUB DIRECT	340	45250	EXCHANGE TVS	0.00	-18.90
10111	7483	10/09/15	SAM'S CLUB DIRECT	340	45250	EXCHANGE TV	0.00	-8.45
10111	7483	10/09/15	SAM'S CLUB DIRECT	340	45250	2 36 CAN COOLERS	0.00	59.82
TOTAL	CHECK						0.00	92.43
10111	160036	10/05/15	A T & T MISSOURI	340	46110	A070699 9/3-10/2	0.00	991.07
10111	160037	10/07/15	PUBLIC WATER DISTRI	340	46230	1695 MO ST 8/11-9/1	0.00	1,394.86
10111	160037	10/07/15	PUBLIC WATER DISTRI	340	46230	1695 MO ST 8/11-9/1	0.00	1,051.86
TOTAL	CHECK						0.00	2,456.72
TOTAL	CASH ACCOUNT						0.00	3,641.48
TOTAL	FUND						0.00	3,641.48

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
B0515	43	37090		092815	30.00	RFND CLASS FEE
JANE BECHER						
TOTAL CHECK					30.00	
B0514	340	45112		5591442	121.60	BIT SET, HEX DRIVER,
BEST PLUMBING SPECIALTIES IN						
TOTAL CHECK					121.60	
C0312	340	46410		3570	200.00	CLEAN MTNG ROOM HALLS
COLLER CARPET CLEANING						
TOTAL CHECK					200.00	
F0133	340	46440		1009	50.00	RPLC BROKEN END CAPS
FITNESS UPHOLSTERY SPECIALIS						
TOTAL CHECK					50.00	
H0195	340	43165		092815	830.00	PRSNL TRNR 9/12-9/25
HEALTH IS INSIDE						
TOTAL CHECK					540.00	PRSNL TRNR 9/26-10/5
I0042	340	46440		7756	210.80	KNOB SEAT ADJUSTMNT
INTEGRITY FITNESS SERVICES L						
TOTAL CHECK					212.75	CABLE, CUSHION SEAT
O0053	340	45290		365126	77.47	PAPER, STAPLERS, LTR O
OFFICE SOURCE						
TOTAL CHECK					49.21	11X17 PAPER
P0113	340	45106		S0758157614	126.68	
PAPA JOHNS INTERNATIONAL						
					30.00	5 PIZZAS.
					30.00	5 PIZZAS
					48.00	8 PIZZAS
					48.00	8 PIZZAS
					78.00	13 PIZZAS
					48.00	8 PIZZAS
					36.00	6 PIZZAS
TOTAL CHECK					318.00	
R0014	340	45160	160139	724244	386.87	2PLY CORELESS TISSUE
ROYAL PAPERS INC						
TOTAL CHECK					386.87	
T0003	340	46410		1151002248	66.00	FIRE ALARM 11/1-1/31
TECH ELECTRONICS						
TOTAL CHECK					66.00	
U0033	340	45130		5019918	807.62	CONCESSION SUPPLIES
US FOODS						
TOTAL CHECK					807.62	
X0003	340	45230		81496452	130.82	COPIER 6/30-9/20
XEROX CORPORATION						
TOTAL CHECK					130.82	
TOTAL CASHABLE CHECKS					4,031.14	
TOTAL EFT VOUCHERS					.00	

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PAYMENT TYPE: ALL

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
				4,031.14	
TOTAL REPORT					
TOTAL NUMBER OF CHECKS TO BE ISSUED - 12					
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	82798	10/09/15	A0272	A T & T MOBILITY	440	46140	SERVICE 8/24-9/23	0.00	132.86
10111	82799	10/09/15	S0023	SAM'S CLUB DIRECT	440	45130	CANDY, MUSTARD, TBL	0.00	69.23
10111	82799	10/09/15	S0023	SAM'S CLUB DIRECT	440	45130	CHIPS, COOKIES, COF	0.00	210.56
TOTAL	CHECK							0.00	279.79
10111	160038	10/05/15	A0178	A T & T MISSOURI	440	46110	A070701 9/3-10/2	0.00	779.13
10111	160039	10/05/15	A0019	AMERENUE	440	46210	HAZEL 8/19-9/20	0.00	630.02
10111	160039	10/05/15	A0019	AMERENUE	440	46210	CLUBHOUSE 8/19-9/20	0.00	401.91
10111	160039	10/05/15	A0019	AMERENUE	440	46210	SHHD 8/19-9/20	0.00	68.00
TOTAL	CHECK							0.00	1,099.93
10111	160040	10/07/15	P0014	PUBLIC WATER DISTRI	440	46230	GOLFVIEW 8/14-9/15	0.00	52.39
10111	160040	10/07/15	P0014	PUBLIC WATER DISTRI	440	46230	GOLFVIEW 8/14-9/15	0.00	47.45
10111	160040	10/07/15	P0014	PUBLIC WATER DISTRI	440	46230	GOLFVIEW 8/14-9/15	0.00	13.95
TOTAL	CHECK							0.00	113.79
TOTAL	CASH ACCOUNT							0.00	2,405.50
TOTAL	FUND							0.00	2,405.50



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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0378	44	37080		092915	550.00	REFUND MEMBERSHIP
JU HO AHN						
TOTAL CHECK					550.00	
A0109	440	46420		5679	45.35	HOSE ASSEMBLY
AIR HYDRAULICS CO INC						
TOTAL CHECK					45.35	
A0101	440	45150		262469	13.64	UNIFORMS
AUS ST LOUIS MC LOCKBOX		45160		262469	49.82	MATS, TOWELS
TOTAL CHECK					63.46	
C0044	440	45130		3858124924	274.19	TEA, SODA, LEMONADE
COCA COLA REFRESHMENTS						
TOTAL CHECK					274.19	
H0009	440	45310	160061	1101	282.23	GAS FOR FY16
HOME SERVICE OIL CO		45310	160061	1102	1,020.16	GAS FOR FY16
TOTAL CHECK					1,302.39	
J0031	440	45090	160154	182975	126.00	POMME CRK - MONTHLY SERVI
JOHNNY ON THE SPOT						
TOTAL CHECK					126.00	
M0307	440	45432	160145	114184	2,125.00	REPLACEMENT COST FOR STOL
M & M GOLF CARS LLC		46420		185894	33.72	CABLE
TOTAL CHECK					191.56	REPAIR CART
M0490	440	45111	160107	3725	392.59	TOP DRESSING SAND
MADISON COUNTY SAND		45111	160119	3725A	375.48	TOPS EASING SAND
TOTAL CHECK					768.07	
TOTAL CASHABLE CHECKS					5,479.74	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					5,479.74	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 8						
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	82800	10/09/15	A0272	A T & T MOBILITY	480	46140	SERVICE 8/24-9/23	0.00	148.68
TOTAL CASH ACCOUNT								0.00	148.68
TOTAL FUND								0.00	148.68

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0101	480	45110		262468	8.41	MATS
AUS ST LOUIS MC LOCKBOX	480	45150		262468	22.89	UNIFORMS
TOTAL CHECK	480	45110		289324	8.41	MATS
		45150		289324	22.89	UNIFORMS
					62.60	
A0092	480	45210	160074	15313	337.37	32000 #10 ENVELOPES FOR M
A PRINTING INC					337.37	
TOTAL CHECK						
A0082	480	45110	160134	354068	384.00	CONCRETE FY 16
ARNOLD READY MIX	480	45110	160134	354071	87.00	1YD CONCRETE
TOTAL CHECK	480	45110	160134	354072	76.00	CONCRETE FY 16
					547.00	
A0040	480	45110		411931	7.00	SHARPEN CHAIN
ARNOLD RENTAL CENTER					7.00	
TOTAL CHECK						
B0101	480	45320		P46484	108.45	CAP, TANK, WAT - 921
BOBCAT OF ST LOUIS					108.45	
TOTAL CHECK						
D0261	480	45110		45300	46.34	STOCK 1ST AID KIT
DISCOVERY FIRST AID &					46.34	
TOTAL CHECK						
H0140	480	45110	160128	E430393	154.42	15 X 20 CORR PIPE
HD SUPPLY WATERWORKS LTD	480	45110	160128	E549688	1,270.00	3 PCS 26" X 20' ADS PLAST
TOTAL CHECK	480	45110	160128	E567729	635.00	3 PCS 26" X 20' ADS PLAST
					2,059.42	
P0014	480	46230		6159-9/15	28.64	USAGE 8/26-10/5
PUBLIC WATER DISTRICT #1					28.64	
TOTAL CHECK						
W0006	480	45110	160127	501300	276.80	2" MINUS ROCK
FRED WEBBER INC					276.80	
TOTAL CHECK						
TOTAL CASHABLE CHECKS					3,473.62	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					3,473.62	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 9						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

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FUND - 50 - SPECIAL ALLOCATIONS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	82777	10/02/15	A0053	CITY OF ARNOLD	50	43293	TRIANGLE TIF REBATE	0.00	1,551.26
10111	82778	10/02/15	F0008	FOX C-6 SCHOOL DIST	50	43293	TRIANGLE TIF REBATE	0.00	17,719.62
10111	82779	10/02/15	J0032	JEPPERSON COLLEGE	50	43293	TRIANGLE TIF REBATE	0.00	1,328.55
10111	82780	10/02/15	J0098	JEPPERSON COUNTY DE	50	43293	TRIANGLE TIF REBATE	0.00	366.55
10111	82781	10/02/15	J0005	JEPPERSON COUNTY HE	50	43293	TRIANGLE TIF REBATE	0.00	293.08
10111	82782	10/02/15	J0063	JEPPERSON COUNTY LI	50	43293	TRIANGLE TIF REBATE	0.00	686.32
10111	82783	10/02/15	R0042	ROCK COMMUNITY FIRE	50	43293	TRIANGLE TIF REBATE	0.00	3,103.29
10111	82784	10/02/15	R0013	ROCK TOWNSHIP AMBUL	50	43293	TRIANGLE TIF REBATE	0.00	848.32
10111	82785	10/02/15	W0144	KEN WALLER, COUNTY	50	43293	TRIANGLE TIF REBATE	0.00	1,393.89
TOTAL CASH ACCOUNT									
									27,290.88
TOTAL FUND									
									27,290.88
TOTAL REPORT									
									244,034.40