TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE
ST. PETERS, MO 63376
FEBRUARY 11, 2016 AT 5:00 P.M.

A. Communications from Board Members/Aldermanic Representatives

B. BOA Items for Discussion

No items scheduled for discussion

C. Mayor/City Administrator Item

1. Draft Ordinance Changing November 2016 BOA Regular Meeting Date – Mayor
2. Draft Resolution to Write-off Delinquent Personal Property Taxes – Charnisky
3. STP-Urban Program Agreement for McClay Road Improvements Project – Batzel
4. Amendment to Engineering Agreement for Jungermann Road Bridge Replacement – Batzel
5. Bid Recommendation/ Premier 370 Sanitary Pump Station 7 – Malach
6. Secretary of State/Records Retention Schedule – Smith
7. Miscellaneous Updates – Charnisky
8. Board Meeting Agenda Item Revisions – Charnisky
9. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

D. Adjournment

AGENDA Posted at City Hall: February 8, 2016
By: P. Smith, City Clerk

Next Work Session: February 25, 2016

RBA FORM (OFFICE USE)
MEETING DATE: 2-11-16
Regular (X) Work Session (X)
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance (X) Other ( )

Request for Board Action By Mayor

Ward 1 ( ) 2 ( ) 3 ( ) 4 ( ) All Wards (X)

Brief Description: Hold Regular Meeting of the Board of Aldermen on November 10, 2016 in lieu of November 17, 2016

Staff: Recommended ( ) Not recommended ( ) No Position ( )

Summary/Explanation:

Section 110.060 of the City Code, a complete copy of which is attached, provides, in pertinent part, as follows:

> "The Board of Aldermen shall hold its regular meetings on the second (2nd) and fourth (4th) Thursdays of January, February, March, April, May, August, September and October each calendar month, except for the months of June and July, which will meet on the (4th) Thursdays only, and there will be one (1) meeting in November on the third (3rd) Thursday and one (1) meeting in December on the third (3rd) Thursday, only."

The attached ordinance would move the regular meeting scheduled to occur on November 17, 2016, to November 10, 2016. The proposed ordinance would have no further impact on Section 110.060 of the City Code.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None known.

RBA requested by: Len Pagano

CA: William P. Charnisky

City of St. Peters, MO
Tuesday, January 26, 2016

Chapter 110. Mayor and Board of Aldermen

Article II. Board of Aldermen

Section 110.060. Regular Meetings.

[R.O. 2007 §110.060; Ord. No. 2720 §§1 — 2, 7-24-1997; Ord. No. 3882 §1, 8-28-2003; Ord. No. 3981 §1, 1-22-2004; Ord. No. 4893 §1, 10-11-2007; Ord. No. 5144 §1, 2-12-2009; Ord. No. 5335 §1, 1-28-2010; Ord. No. 5487 §2, 10-14-2010]

A. *Regular Meetings — Time And Place.* The Board of Aldermen shall hold its regular meetings on the second (2nd) and fourth (4th) Thursdays of January, February, March, April, May, August, September and October each calendar month, except for the months of June and July, which will meet on the (4th) Thursdays only, and there will be one (1) meeting in November on the third (3rd) Thursday and one (1) meeting in December on the third (3rd) Thursday, only. All regular meetings shall be held at the St. Peters Justice Center, located at 1020 Grand Teton Drive, St. Peters, Missouri 63376 at 7:00 P.M. local time.

B. *Change In Starting Time Of Meeting.* Nothing in this Section shall prohibit the Board of Aldermen from commencing a meeting before or after 7:00 P.M. on the date of the regular meeting if the posted agenda for the regular meeting establishes a different starting time for the regular meeting.

BILL NO. I-

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, ESTABLISHING THE DATE AND TIME OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN FOR NOVEMBER 2016

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI AS FOLLOWS:

SECTION NO. 1. Notwithstanding any provision of the St. Peters City Code to the contrary, the Board of Aldermen of the City of St. Peters, Missouri, shall hold a regular meeting on November 10, 2016, at 1020 Grand Teton Drive, St. Peters, Missouri 63376 at 7:00 P.M. local time. **Such regular meeting shall be held in lieu of any other regular meeting scheduled for the month of November, 2016 pursuant to Section 110.060 of the St. Peters City Code.**

SECTION NO. 2. Except as set forth in Section No. 1 of this Ordinance, from and after the date of this Ordinance, the provisions of Section 110.060 of the St. Peters City Code shall remain in full force and effect.

SECTION NO. 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION NO. 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION NO. 5. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of St. Peters, Missouri.

Draft

Read two times, passed, and approved this 11th day of February, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Approved this ____ day of _____, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Draft

RBA FORM (OFFICE USE)
MEETING DATE: 2/11/2016
Regular ( ) Work Session (X)
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance ( ) Other (X)

Request for Board Action By Staff

Ward 1 ( ) 2 ( ) 3 ( ) 4 ( ) All Wards ( )

Brief Description: Resolution to Write-Off Delinquent Personal Property Taxes

Staff: Recommended (x) Not recommended ( ) No Position ( )

Summary/Explanation:
By State Statute an annual collector's report is to be prepared and presented to the BOA. At that time we also prepare a resolution to write-off the personal property taxes that are over five (5) years old.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

RBA requested by: Rita Westerson CA: Bill Charnisky

CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: TIM WILKINSON, ASSIST.CITY ADMINISTRATOR

FROM: RITA WESTERSON, ASST. DIRECTOR OF FINANCE

SUBJECT: REPORT OF CITY COLLECTOR FOR BOARD OF ALDERMEN

DATE: FEBRUARY 2, 2016

CC: MAYOR, BOARD OF ALDERMEN, AND
BILL CHARNISKY, CITY ADMINISTRATOR

As the annual report to the Mayor and Board of Aldermen concerning the collection of ad valorum taxes, I am requesting the following information be presented at the February 11, 2016 work session.

1. Schedule of the 2014 Real Estate and Personal Property taxes collected as of December 31, 2015. Summary of the total valuation for 2010 with comparison of percentages of write-off's to amount collected.

2. A summary of the property tax revenue recorded for FY'15.

3. Summary of the total valuation for 2010 with comparison of percentages of write-off's to amount collected.

4. Back-up materials for the 2010 Personal Property taxes to be written off are attached. The information reflects the name, tax identification number and specific amount of tax unpaid.

A resolution to write off of the 2010 Personal Property taxes has been prepared and given to the City Clerk for the February 25, 2016 agenda.

If you need any additional information, please let me know.

SCHEDULE OF REAL ESTATE AND PERSONAL PROPERTY TAXES
OUTSTANDING AS OF DECEMBER 31, 2015

2014 REAL ESTATE TAXES	$ 6,527,354.47
Payments received	(6,499,796.71)
Balance	27,557.76
Payments held in protest	-
Balance as of December 31, 2015	$ 27,557.76
Percentage uncollected	0.422%
2014 PERSONAL PROPERTY TAXES	$ 1,330,690.79
Payments received	(1,300,590.87)
Balance	30,099.92
Payments held in protest	-
Balance as of December, 31, 2015	$ 30,099.92
Percentage Uncollected	2.262%

02/03/2016

PROPERTY TAX REVENUE
FY'15

	General Fund	Debt Service Fund
Real Estate	5,324,084.58	1,203,269.89
Personal Property	1,086,710.17	243,980.62
Railroad & Utility Local	3,343.95	754.81
Railroad & Utility State	123,360.42	27,845.44
Surtax	480,129.55	-
Interest/Penalty Charges	45,185.98	10,406.95
TOTAL REVENUE	7,062,814.65	1,486,257.71

02/03/2016

SUMMARY OF 2010 VALUATIONS
WITH COMPARISON OF PERCENTAGE OF
WRITE-OFF'S TO AMOUNT OF TAX COLLECTED

	2010 ASSESSED VALUATION	$.77 PER $100 OF ASSESSMENT	DOLLAR AMOUNT OF WRITE OFF	PERCENTAGE OF WRITE OFF	PERCENTAGE COLLECTED
TOTAL	$ 1,050,243,577	$ 8,086,876	$ 7,337	0.09%	99.85%
REAL ESTATE	891,524,075	6,864,735	-	0.00%	100.00%
PERSONAL PROPERTY	141,430,650	1,089,016	7,337	0.67%	98.97%
RAILROAD & UTILITIES	17,288,852	133,124	-	0.00%	100.00%

The 2010 personal property taxes are written off per State Statute. The County Collector's office mailed an original bill in late fall of 2010. A duplicate bill was mailed in February 2011 for any unpaid accounts. A reminder is then sent out once a year. Since you need your personal property receipt to renew your license plates, eventually the valid taxes are paid. The taxes that are hard to collect are the assessments where no vehicle is involved. If a large amount of tax due has accumulated, legal action is taken. It is not economically feasible to sue small accounts. If a taxpayer is sued and a judgment is rendered against them the County still collects taxes on the years that have been written off, and the city receives the tax money due them.

If a business has closed or changed ownership, they could still receive an assessment from the county. In most cases, the county was not notified of the closing or change. This is also true of the individuals listed. When no assessment form is received by the assessor's office an assessment is still made. Unless the taxes are abated, these assessments stay on the books inflating the actual tax due to the taxing entities.

2010 Personal Property Taxes Outstanding

Acct#	Payer Name	Payer Address		General	Debt	Interest	Balance
02408000	B&T AUTO SERVICE	214 MCMENAMY RD	ST PETERS MO 6	$21.63	$7.29	$0.00	$28.92
04159000	CLARK TONIA M	26 RIADOSA CT	ST PETERS MO 6	$34.32	$11.57	$0.00	$45.89
17975700	DASKOSKI LINDA L	398 BARCELONA CT	ST PETERS MO 6	$5.22	$1.76	$0.00	$6.98
21563000	DUNN ROY E & ELIZABETH	302 CROWN COLONY CT	ST PETERS MO 6	$7.53	$2.54	$0.00	$10.07
42811500	KEHRER DAVID L	21 CARRIAGE WAY W	ST PETERS MO 6	$15.72	$5.30	$0.00	$21.02
43714500	KIEL GARY C & MARY L	1925 PEACH ST	ST PETERS MO 6	$4.27	$1.44	$0.00	$5.71
46707550	LABEAU RICK L & LILLIAN C	401 EMBERWOOD DR	ST PETERS MO 6	$29.63	$9.99	$0.00	$39.62
50484100	LUMPA WAYNE	374 GRANADA CT	ST PETERS MO 6	$3.50	$1.18	$0.00	$4.68
62615300	PARKER JOYCE	140 GROSS ST #165	MARIETTA OH 45	$0.58	$0.19	$0.00	$0.77
64572000	PIETZ DOROTHY A	625 BULL VALLEY DR	ST CHARLES MO	$2.93	$0.99	$0.00	$3.92
75324400	SEBRIGHT AUDREY	801 ANGIE DR	ST PETERS MO 6	$2.64	$0.89	$0.00	$3.53
77430000	SKELTON DANIEL T	202 SIERRA DR	ST PETERS MO 6	$0.50	$0.17	$0.00	$0.67
93642600	YOUNG RICHARD A & DONN	124 BERRY MANOR CIR	ST PETERS MO 6	$46.68	$15.73	$0.00	$62.41
P0002514	DENTON BRIAN D	1017 REDTREE LN	ST PETERS MO 6	$6.86	$2.31	$0.00	$9.17
P0005831	PAMPERED PETS	1600 MID RIVERS MALL DR STE 13	ST PETERS MO 6	$2.59	$0.87	$0.00	$3.46
P0006266	WARDEN STACEY M	215 TURNBERRY PL APT H	ST PETERS MO 6	$14.97	$5.05	$0.00	$20.02
P0006282	SHERRILL W H	275 TURNBERRY PL APT D	ST PETERS MO 6	$14.69	$4.95	$0.00	$19.64
P0016577	SCOTT PATRICIA L	1425 SCHOAL CREEK DR	OFALLON MO 63	$16.65	$5.61	$0.00	$22.26
P0021015	BOYER JOSEPH S & LISA L	87 VERA CRUZ CT	ST PETERS MO 6	$12.46	$4.20	$0.00	$16.66
P0023926	EAGLE BOLT INC	PO BOX 623	ST PETERS MO 6	$23.23	$7.83	$0.00	$31.06
P0023935	MORT JOSEPH W	17 HAVERFORD DR	ST PETERS MO 6	$0.58	$0.19	$0.00	$0.77
P0027301	HUDSON BARBARA J	18 LEMON TREE DR	ST PETERS MO 6	$9.02	$3.04	$0.00	$12.06
P0034699	ONEIL BRIAN P	857 CARRIAGE HILL DR	ST CHARLES MO	$20.72	$6.98	$0.00	$27.70
P0035070	SMITH MARGIE	132 ELDORADO DR	ST PETERS MO 6	$15.65	$5.28	$0.00	$20.93
P0038340	HOLT REBECCA A	2310 HIGHLAND HILL DR	ST PETERS MO 6	$18.86	$6.36	$0.00	$25.22
P0103098	DIVERSIFIED METALS INC	5988 MID RIVERS MALL DR #225	ST CHARLES MO	$1.01	$0.34	$0.00	$1.35
P0105122	WALKUP GARY E & GEORG	211 SIERRA DR	ST PETERS MO 6	$38.20	$12.87	$0.00	$51.07
P0123997	BOULCH JAMES O	1607 CARNEGIE DR	ST PETERS MO 6	$8.16	$2.75	$0.00	$10.91
P0124952	KOCHER CHERYL	7 LINDYS LANDING CT	ST PETERS MO 6	$21.54	$7.26	$0.00	$28.80
P0136457	BRUEGGEMANN R DIANE	44 S. HILLVIEW DR	ST PETERS MO 6	$4.49	$1.51	$0.00	$6.00
P0140737	TRAFFIC LAW CENTER	6225 MID RIVERS MALL DR	ST CHARLES MO	$4.24	$1.43	$0.00	$5.67
P0143913	GRINER JOSHUA	3029 COLEMAN AVE	ST LOUIS MO 63	$5.21	$1.75	$0.00	$6.96
P0147558	RYAN THOMAS E	707 ANGIE DR UNIT B	ST PETERS MO 6	$6.91	$2.33	$0.00	$9.24
P0153244	DOUGLAS GREGORY S	773 STARLIGHT DR	ST CHARLES MO	$3.17	$1.07	$0.00	$4.24
P0200011	MUHS JEFF	1440 KEYSTONE CT	ST CHARLES MO	$34.40	$11.59	$0.00	$45.99
P0202521	STAHLSCHMIDT MICHAEL L	1215 MENDOZA DR	ST PETERS MO 6	$26.83	$9.04	$0.00	$35.87
P0204205	SUMMERS MARY A	668 SUMMER WINDS LN UNIT B	ST PETERS MO 6	$10.80	$3.64	$0.00	$14.44
P0212984	SCHMIDT GAYLE	14 BOSCHERT CREEK DR	ST PETERS MO 6	$26.05	$8.78	$0.00	$34.83
P0223987	WHEELER STEVEN & JUDIT	10 EL TORO CT	ST PETERS MO 6	$16.41	$5.53	$0.00	$21.94
P0224344	THOMPSON NANCY J	295 CORTES CT	ST PETERS MO 6	$6.72	$2.27	$0.00	$8.99
P0225657	KOVACH SAIF J	12 CONNEMARA RD	ST PETERS MO 6	$19.15	$6.45	$0.00	$25.60
P0250801	ALPER CHARLES D	6 ELK RUN DR	ST PETERS MO 6	$12.16	$4.10	$0.00	$16.26
P0251102	MOLINA ANNA JANE & JOHN	88 GRAND TETON DR	ST PETERS MO 6	$2.26	$0.76	$0.00	$3.02
P0251307	WOOLFOLK GARRY	1058 KIMBERLY LN	ST PETERS MO 6	$27.93	$9.41	$0.00	$37.34
P0301749	DONNELLY JAMES P	111 E WASHINGTON AVE APT 1 S	KIRKWOOD MO	$12.43	$4.19	$0.00	$16.62
P0304340	LT DESIGNS LLC	210 EL PESCADO DR	ST PETERS MO 6	$19.10	$6.44	$0.00	$25.54
P0307530	PORTELL DANIEL P	20 MILLRACE CT	ST PETERS MO 6	$15.22	$5.13	$0.00	$20.35
P0311568	EQUITY ONE MORTGAGE	635 SALT LICK RD	ST PETERS MO 6	$40.03	$13.49	$0.00	$53.52
P0312602	STAIBER HENRY G	1239 TARA LN	ST CHARLES MO	$34.41	$11.60	$0.00	$46.01
P0326302	BLOCKIE ERIC R & NICOLE	36 WILLOW CREST CT	ST PETERS MO 6	$17.14	$5.78	$0.00	$22.92

Acct#	Payer Name		Payer Address		General	Debt	Interest	Balance
P0327817	YOUNG RANDALL L		104 2ND ST	ST PETERS MO 6	$3.20	$1.08	$0.00	$4.28
P0329055	HARRISON COURTNEY E		1228 MONACO LN	ST PETERS MO 6	$5.57	$1.88	$0.00	$7.45
P0331747	HOFF JUDITH A		412 SUTTERS MILL RD	ST PETERS MO 6	$4.71	$1.59	$0.00	$6.30
P0334381	PENNINGTON KIMBERLY L		44 DELRAY CT	ST PETERS MO 6	$31.77	$10.71	$0.00	$42.48
P0338040	GARDYNE BRICE		275 MONTEGO CT	ST PETERS MO 6	$1.15	$0.39	$0.00	$1.54
P0339590	FAY CASEY S		29 W DOUGLAS DR	ST PETERS MO 6	$1.05	$0.36	$0.00	$1.41
P0339881	LARUE MARK S		9908 SHASTA DR	SUN CITY AZ 853	$38.37	$12.93	$0.00	$51.30
P0342178	TAYLOR KEVIN J		36 BAY HILL DR	OFALLON MO 633	$24.81	$8.36		$33.17
P0347028	HARTWIG AMANDA K		4513 CAMBROOK DR	ST CHARLES MO	$6.96	$2.34	$0.00	$9.30
P0348973	BUFFA ANTHONY M		198 SIERRA DR	ST PETERS MO 6	$11.39	$3.84	$0.00	$15.23
P0400461	ARCHWAY TITLE AGENCY		4655 HAMPTON AVE	ST LOUIS MO 63	$2.81	$0.95	$0.00	$3.76
P0401844	SABO HARRY A		3 SUNNYFIELD RD	ST PETERS MO 6	$2.76	$0.93	$0.00	$3.69
P0403787	CUSTER HEIDIE L		124 GRAND TETON DR	ST PETERS MO 6	$16.41	$5.53	$0.00	$21.94
P0404458	CLAYTON ANN M		64 N HILLVIEW DR	ST PETERS MO 6	$9.12	$3.07		$12.19
P0405009	JOST ADAM B		46 MACEY LYNNE CT	ST PETERS MO 6	$2.83	$0.95	$0.00	$3.78
P0405919	MERIDIAN LAND SURVEYIN		4141 MEXICO RD	ST PETERS MO 6	$93.13	$31.39	$0.00	$124.52
P0406826	WELP ROBERT K & LINDA M		949 BLAKE CT	ST PETERS MO	$4.35	$1.47	$0.00	$5.82
P0408755	BELT DAISY ROSENE		615 S CHURCH ST APT 203	ST PETERS MO 6	$2.16	$0.73	$0.00	$2.89
P0409496	WILLIAMS SALES INC		4002 INDUSTRIAL DR	ST PETERS MO 6	$5.48	$1.85	$0.00	$7.33
P0413599	BARCUS ZACHARIAH C H		1905 WOODRIDGE DR	ST PETERS MO	$13.53	$4.56	$0.00	$18.09
P0413633	OCONNOR DENNIS M SR		117 DEL ORO DR	ST PETERS MO 6	$8.78	$2.96	$0.00	$11.74
P0417067	KOVAC WILLIAM M		314 CROWN COLONY CT	ST PETERS MO 6	$49.62	$16.72	$0.00	$66.34
P0420350	SCHROETER JOSEPH E & M		122 BLACK LANTERN TRL	ST PETERS MO 6	$55.91	$18.85	$0.00	$74.76
P0424907	GONZALEZ CECILIA		386 MISTY VALLEY DR	ST PETERS MO 6	$6.86	$2.31	$0.00	$9.17
P0426671	PENN VONDA J		27 SUGARWOOD CT #E	ST PETERS MO 6	$16.75	$5.64	$0.00	$22.39
P0426943	SHINN CANDACE		11313 HI TOWER DR APT 1	ST ANN MO	$19.20	$6.47	$0.00	$25.67
P0429188	JASWAL LAKHBIR		633 BULL VALLEY	ST CHARLES MO	$10.27	$3.46	$0.00	$13.73
P0430267	BRAMEIER NANCY A		201C N SERVICE RD	ST PETERS MO 6	$1.01	$0.34	$0.00	$1.35
P0431602	BUNCH STACEY A		9 DRIVER CT	ST PETERS MO 6	$18.62	$6.28	$0.00	$24.90
P0500307	SCHWARTZE CHRISTOPHE		1432 CAVE SPRINGS ESTATES DR	ST PETERS MO 6	$5.71	$1.93	$0.00	$7.64
P0500803	CERVANTES HECTOR MAN		57 COUNTRY CREEK DR	ST PETERS MO 6	$80.62	$27.17	$0.00	$107.79
P0500967	BURGIO NICOLE		2862 PARK VALLEY DR	ST PETERS MO 6	$20.76	$7.00	$0.00	$27.76
P0501368	CATE RYAN M		8 PIN OAK CT	ST PETERS MO 6	$20.20	$6.81	$0.00	$27.01
P0502722	TRINITY ELECTRIC MOTOR		211 N SERVICE RD	ST PETERS MO 6	$11.68	$3.94	$0.00	$15.62
P0502978	BALL AMY E		4 LEMON TREE CT	ST PETERS MO 6	$5.04	$1.70	$0.00	$6.74
P0504324	PARKER KATHRYN S		3922 UTAH APT B	ST LOUIS MO 63	$8.98	$3.03	$0.00	$12.01
P0504344	SHALLOW NICHOLAS S		2041 TWIN FAWNS CT	ST PETERS MO 6	$34.46	$11.61	$0.00	$46.07
P0504454	POTTER MELINDA A		5 BARKWOOD TRLS	ST PETERS MO 6	$7.92	$2.67	$0.00	$10.59
P0504845	GIBONEY BRIAN		10 BLACKWOOD LN	ST PETERS MO 6	$17.28	$5.82	$0.00	$23.10
P0506074	COLLINS KATHY L		223 BIRCHWOOD DR	ST PETERS MO	$15.12	$5.10	$0.00	$20.22
P0507542	MORGAN MARK S		11 COACH DR	ST PETERS MO	$4.22	$1.42	$0.00	$5.64
P0507762	BASS VAUGHN JR & WANDA		1246 MENDOZA DR	ST PETERS MO 6	$75.51	$25.45	$0.00	$100.96
P0508705	MID RIVERS CAR WASH		12 DEER PARK CT	ST CHARLES MO	$115.18	$38.82	$0.00	$154.00
P0537105	WALKER KYMBERLY A		120 TURNBERRY PL APT A	ST PETERS MO 6	$4.18	$1.41	$0.00	$5.59
P0537421	DOBSCH GARED A		126 PINE HOLLOW LN	COLLINSVILLE IL	$19.34	$6.52	$0.00	$25.86
P0544508	FELIX ESMERALDA		410 MISTY VALLEY DR	ST PETERS MO 6	$5.66	$1.91	$0.00	$7.57
P0545683	URBAN BEHAVIOR #163 / C	300 SUPERTEST RD	TORONTO ONTARIO	CANADA M3J 22	$3.92	$1.32	$0.00	$5.24
P0546083	GREAT AMERICAN COOKIE	MID RIVERS COOKIE	1600 MID RIVERS MALL DR STE 2	ST PETERS MO 6	$3.02	$1.02	$0.00	$4.04
P0549459	EDWARDS BARBARA S		807 MILLWOOD DR	ST PETERS MO 6	$6.91	$2.33	$0.00	$9.24
P0553960	SEEP JENNA	AKA CHRIS'S TOWIN	5 SPRING WOOD DR	ST PETERS MO 6	$172.75	$58.22	$0.00	$230.97
P0556331	HARRIS LARRY K & TEKISH		10 BROOKSHIRE DR	ST PETERS MO 6	$16.67	$5.62	$0.00	$22.29
P0556410	LUNDY KEVIN A & MARCIA		4 THORNWAY CT	ST PETERS MO 6	$33.74	$11.37	$0.00	$45.11
P0558687	SHELTON NICOLE		1021 TREESHADE DR	ST PETERS MO 6	$10.94	$3.69	$0.00	$14.63
P0558993	CAIN ERIN		27 VANGAURD DR	ST PETERS MO 6	$28.70	$9.67	$0.00	$38.37

Acct#	Payer Name		Payer Address		General	Debt	Interest	Balance
P0559413	RUBINSTEIN MARK E & RHO		165 TURNBERRY PL APT H	ST PETERS MO 6	$40.74	$13.73	$0.00	$54.47
P0559929	BROOKS ALEX R		1219 CACTUS JCT	ST CHARLES MO	$16.85	$5.68	$0.00	$22.53
P0561413	COX EDITH		33 JULIE LN	ST PETERS MO 6	$1.92	$0.65	$0.00	$2.57
P0561998	ROBBERS JOSEPH M		1540 HERITAGE MANOR CT	ST CHARLES MO	$19.63	$6.61	$0.00	$26.24
P0563918	NICASTRO REBECCA E		151 BLACK LANTERN TRL	ST PETERS MO 6	$25.14	$8.47	$0.00	$33.61
P0601446	POWERS ADAM R		7 GENTLE BREEZE CT	ST PETERS MO 6	$21.92	$7.39	$0.00	$29.31
P0601587	SHEFFLER STANLEY J		151 BLUE WATER DR	OFALLON MO 63	$5.57	$1.88	$0.00	$7.45
P0603313	MCCABE TRACY		1452 S RUE ST	ST CHARLES MO	$2.74	$0.92	$0.00	$3.66
P0603965	AUSLEY PAM & DAVID		281 MONTEGO CT	ST PETERS MO 6	$52.64	$17.74	$0.00	$70.38
P0604720	HYDROLOGIC WATER MGM	ATTN LISA JOHNSO	10300 10TH AVE N	PLYMOUTH MN 5	$47.28	$15.93	$0.00	$63.21
P0605056	IMAGE SUN TANNING CENT	S&C ENTERPRISES	2309 QUAINT COTTAGE DR	OFALLON MO 63	$114.93	$38.73	$0.00	$153.66
P0608162	PRICE-WILLIAMS LISA	PRICE HARVEY SR	17 MEADOW RIDGE DR	ST PETERS MO 6	$20.73	$6.99	$0.00	$27.72
P0609740	VAZQUEZ AMY L	AKA LAVENZ AMY L	3008 PLUM CREEK DR	ST CHARLES MO	$42.09	$14.19	$0.00	$56.28
P0610446	EXERTRON		5988 MID RIVERS MALL DR STE 21	ST CHARLES MO	$3.31	$1.12	$0.00	$4.43
P0615562	BON JOHN C		3 MOUND DR	ST PETERS MO 6	$36.66	$12.36	$0.00	$49.02
P0616387	YOUNG JOAN		134 BAYHILL VILLAGE DR	OFALLON MO 63	$15.01	$5.06	$0.00	$20.07
P0620393	MATHIS BRANDON		1 SPRING WAY DR	ST PETERS MO 6	$3.49	$1.18		$4.67
P0621380	EIFERT MICHAEL G & KRIS		17 GREENHURST CT	ST PETERS MO 6	$35.20	$11.86	$0.00	$47.06
P0622208	VERMIGLIO JAMES A		895 DU PRE CT	ST PETERS MO 6	$8.78	$2.96	$0.00	$11.74
P0622551	BRAZELL AMBER AKA HAYC		72A WINDY RIDGE LN	TROY MO 63379-	$5.28	$1.78		$7.06
P0622745	MAINIERI PAULA J		3 THISTLE CT	ST PETERS MO 6	$6.33	$2.14	$0.00	$8.47
P0622825	GIANNOLA JOHN R		81 JULIE LN	ST PETERS MO 6	$4.80	$1.62	$0.00	$6.42
P0622831	FELTY RONALD L		1001 ROCKEFELLER LN	ST PETERS MO 6	$7.10	$2.39	$0.00	$9.49
P0623231	TIERNAN KEITH M		351 WINDSOR PL	ST PETERS MO 6	$17.47	$5.89	$0.00	$23.36
P0623466	VAVRA ZACHRY R		1107 HOLLY SPRINGS TRAIL	ST PETERS MO 6	$20.95	$7.06	$0.00	$28.01
P0623605	VOGEL KATHERINE L		2165 KEEVEN APT B	FLORISSANT MO	$3.65	$1.23	$0.00	$4.88
P0623711	RACZYNSKI CHRIS & PATRI		7 BLACKWOOD LN	ST PETERS MO 6	$9.40	$3.17	$0.00	$12.57
P0626774	HILLEMAN JAMES		330 TURNBERRY PL APT D	ST PETERS MO 6	$3.50	$1.18	$0.00	$4.68
P0627509	FLOYD ANTOINE		2987 IMPERIAL DR	ST CHARLES MO	$23.74	$8.00	$0.00	$31.74
P0627825	SIVUMAKI CORY		168 WATERSIDE CROSSING DR	ST PETERS MO 6	$31.33	$10.56	$0.00	$41.89
P0628245	MCCALLISTER JENISE		6209 MID RIVERS MALL DR STE 25	ST CHARLES MO	$23.08	$7.78	$0.00	$30.86
P0628517	JEFFREYS LYNDA L		314 CORDUBA CT	ST PETERS MO 6	$2.83	$0.95	$0.00	$3.78
P0629491	NASIATKA MISTY G		232 MILL RUN LN	ST PETERS MO 6	$29.99	$10.11	$0.00	$40.10
P0629594	LEGAULT EDWARD P		1755 KNOLL TERRACE	ST PETERS MO 6	$15.27	$5.15	$0.00	$20.42
P0629780	RINSEM MARK KEVIN		50 EL GRECO CT	ST PETERS MO 6	$4.71	$1.59	$0.00	$6.30
P0630105	HENSLEY JENNIFER		57 MCCLAY TRAIL DR	ST PETERS MO 6	$16.79	$5.66	$0.00	$22.45
P0630778	BAILEY PAMELA D		2304 HIGHLAND HILL DR	ST PETERS MO 6	$7.96	$2.68	$0.00	$10.64
P0630857	JOHNSON STEVEN & BETTY		1701 WOODRIDGE DR	ST PETERS MO 6	$15.40	$5.19	$0.00	$20.59
P0700588	LEWIS KAREN		426 OMAR CT	ST PETERS MO 6	$4.71	$1.59	$0.00	$6.30
P0701694	IVY LEAGUE CLEANERS INC		624 HIDDEN LAKE DR	ST PETERS MO 6	$4.61	$1.55	$0.00	$6.16
P0701777	DIAZ LEMUZ OLIVIA		8 ROCKDALE DR	ST PETERS MO 6	$1.68	$0.57	$0.00	$2.25
P0701780	CAMPBELL ASHLEY N		135 ELDORADO DR	ST PETERS MO 6	$10.99	$3.70	$0.00	$14.69
P0702140	YOUNG RICHARD M		416 TIMBERIDGE DR	ST PETERS MO 6	$29.13	$9.82	$0.00	$38.95
P0703764	HARRISON CHRISTINE M		358 WINDSOR PL	ST PETERS MO 6	$24.52	$8.26	$0.00	$32.78
P0703973	SUTTER CHRISTOPHER R		6 CAVENDISH SQ	ST PETERS MO 6	$7.30	$2.46	$0.00	$9.76
P0704419	EL TIO PEPE MEXICAN RES		4245 VETERANS MEMORIAL PKWY	ST PETERS MO 6	$10.92	$3.68	$0.00	$14.60
P0704559	BOXING GYM THE OF ST PE		8079 MEXICO RD	ST PETERS MO 6	$11.73	$3.95	$0.00	$15.68
P0705367	MCCLAIN JOEL		18 SPENCER XING	ST PETERS MO 6	$3.43	$1.16	$0.00	$4.59
P0705526	PRUETT MATTHEW ROSS		308 DONNER PASS APT C	ST PETERS MO 6	$15.98	$5.39	$0.00	$21.37
P0706126	LA CROIX ROBERT J		3937 CONCORD CT	ST PETERS MO 6	$4.27	$1.44	$0.00	$5.71
P0706411	DUCY JOSEPH C & ADA G		65 CANTERBURY PARK DR	ST PETERS MO 6	$9.69	$3.27	$0.00	$12.96
P0707673	STILLMAN MIKE S		268 JUNGERMANN RD	ST PETERS MO	$1.54	$0.52	$0.00	$2.06
P0709564	MOUNTAIN MUDD EXPRESS		322 MID RIVERS MALL DR	ST PETERS MO 6	$5.62	$1.89	$0.00	$7.51
P0710428	CHAN EDEN C		3511 CAPRI WAY	ST CHARLES MO	$29.90	$10.08	$0.00	$39.98

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P0710446	HEINER SCOTT A HEINER N		104 COUNCIL DR	BARDSTOWN KY	$8.45	$2.85		$11.30
P0711822	SHELL CHRISTOPHER R & H		553 QUEENS COURT PL	ST PETERS MO 6	$9.21	$3.11	$0.00	$12 32
P0712370	DUNPHY LOGAN M		1127 ALYSSA CT	OFALLON MO 63	$6.81	$2.30	$0.00	$9.11
P0713188	RILEY JACK		102 GREEN FOREST ESTATES DR	ST PETERS MO 6	$17.13	$5.77	$0.00	$22.90
P0713665	BLUE SEA JAPANESE REST		7895 MEXICO RD	ST PETERS MO 6	$4.39	$1.48	$0.00	$5.87
P0714337	DAVIS PEGGY A		200 GOLDENEYE CT	ST PETERS MO 6	$7.68	$2.59	$0.00	$10.27
P0715843	FREEDOM TITLE		89 CENTRE POINTE DR	ST CHARLES MO	$5.19	$1.75	$0.00	$6.94
P0715972	CHILLY WILLEE	%FROZEN BEVERAG	80 INDUSTRIAL LOOP N BLDG 2	ORANGE PARK F	$0.62	$0.21	$0.00	$0.83
P0721572	SKOBA ALEX J		901 S ROCKEFELLER LN	ST PETERS MO 6	$4.37	$1.47	$0.00	$5.84
P0722107	MELTON WALLACE W		809 BRICKINGHAM DR	ST PETERS MO 6	$7.58	$2.56	$0.00	$10.14
P0722597	NUNN CARRIE J		24 HEATHER VALLEY CIR	ST PETERS MO 6	$11.42	$3.85	$0.00	$15.27
P0722618	LEWIS DEMETRIUS R		PO BOX 941	ST PETERS MO 6	$7.20	$2.43	$0.00	$9.63
P0722787	GOWAN-CLARK MARTHA M		200 CARDINAL PL APT 7	ST PETERS MO 6	$3.60	$1.21	$0.00	$4.81
P0724187	NASIATKA MARK L		232 MILL RUN LN	ST PETERS MO 6	$11.47	$3.87	$0.00	$15.34
P0724616	DEVERGER LORI		13 MARIANNE DR	ST PETERS MO 6	$5.57	$1.88	$0.00	$7.45
P0724914	BUNCE CHRISTOPHER D		40 GRANT DR	ST PETERS MO 6	$2.93	$0.99	$0.00	$3.92
P0725133	COWAN CRISTEN & KEVEN		1104 GARDEN VALLEY DR #D	ST PETERS MO 6	$17.28	$5.82	$0.00	$23.10
P0725797	LEWIS CARL J		7 KATHY CT	ST PETERS MO 6	$5.35	$1.80	$0.00	$7.15
P0726314	PROB ESTATE JON R STUL		1022 PEGASUS CIR	ST PETERS MO 6	$5.42	$1.83	$0.00	$7.25
P0727279	OLIVER KRISTY		203 BIRCHWOOD DR	ST PETERS MO	$6.53	$2.20	$0.00	$8.73
P0727557	GOSSER ANTHONY P		26 PARKWAY VILLAS CT	ST CHARLES MO	$18.24	$6.15	$0.00	$24.39
P0727561	PRICE JASON W		910 DARDENNE RIDGE CT	ST PETERS MO 6	$6.38	$2.15	$0.00	$8.53
P0728508	HILLER SHIRLEY A		13 CANTERBURY PARK DR	ST PETERS MO 6	$5.66	$1.91	$0.00	$7.57
P0801665	GAULT LORRI		205 TURNBERRY PL	ST PETERS MO 6	$2.45	$0.82	$0.00	$3.27
P0802810	WOOLDRIDGE DAVID		305 BROADRIDGE LN	ST PETERS MO	$2.39	$0.80	$0.00	$3.19
P0802860	CARTER SHANNON M		302 WILD WINDS DR	OFALLON MO 633	$3.55	$1.20		$4.75
P0803044	CLAWS & PAWS MOBILE PE		336 CORDUBA CT	ST PETERS MO 6	$6.91	$2.33	$0.00	$9.24
P0804036	HUSTED DANIELLE G		102 BRAEWOOD CIR	ST CHARLES MO	$3.89	$1.31	$0.00	$5.20
P0805077	SALON CENTER STAGE		4867 MEXICO RD	ST PETERS MO 6	$27.95	$9.42	$0.00	$37.37
P0805389	RAMOS HUGO		643 SUMMER WIND LN APT 2	ST PETERS MO 6	$4.66	$1.57	$0.00	$6.23
P0806288	BERGMAN SUSAN		3160 MEADOW TRAIL DR	ST PETERS MO 6	$4.32	$1.46	$0.00	$5.78
P0806484	STROER ANN M		62 WALNUTSHADE CT	ST PETERS MO 6	$4.80	$1.62	$0.00	$6.42
P0806627	BOLLINGER ANGELA MARIE		627 RIVER MOSS DR	ST PETERS MO 6	$8.71	$2.93	$0.00	$11.64
P0806938	HENKEL KATIE		43 RUE DE PAIX	LAKE ST LOUIS M	$5.14	$1.73	$0.00	$6.87
P0807058	HERNANDEZ ELIAS		22 STAGECOACH CT	ST PETERS MO 6	$4.71	$1.59	$0.00	$6.30
P0807518	LEARNING LADDER THE	C/O VUPE AKINEYED	144 FRONTENAC FOREST	ST LOUIS MO 63	$8.48	$2.86	$0.00	$11.34
P0807727	DOC TONI CHIROPRACTIC		4101 MEXICO RD STE H	ST PETERS MO 6	$47.71	$16.08	$0.00	$63.79
P0808081	SCHUMACHER JOSH		1614 PIEDMONT CIR	ST CHARLES MO	$29.65	$9.99	$0.00	$39.64
P0808376	WHATLEY TYREL		4019 HARVEST MEADOW DR	ST PETERS MO 6	$6.58	$2.22	$0.00	$8.80
P0809041	REILIGHT		500 JUNGERMANN RD STE 200	ST PETERS MO 6	$4.91	$1.65	$0.00	$6.56
P0809097	HALSTEAD LAUREN M		815 ESTES PARK DR	ST PETERS MO 6	$20.78	$7.00	$0.00	$27.78
P0809992	WOOD ASHLEY		5 RAINTREE DR	ST PETERS MO 6	$1.30	$0.44	$0.00	$1.74
P0810266	WHITE FRANKIE J		306 KIMBERLY LN	ST PETERS MO 6	$14.88	$5.01	$0.00	$19.89
P0810280	RUGERIO CARLOS		5 MAYFIELD RD	ST PETERS MO 6	$3.17	$1.07	$0.00	$4.24
P0811926	ALEXANDER JACOB		381 GRANADA CT	ST PETERS MO 6	$8.64	$2.91	$0.00	$11.55
P0812052	GATOR TUFF INC		500 JUNGERMANN RD STE 306	ST PETERS MO 6	$36.18	$12.19	$0.00	$48.37
P0812361	TOWNSEND BRUCE M		349 TIMBERIDGE DR	ST PETERS MO 6	$5.62	$1.89	$0.00	$7.51
P0812677	AT HOME MORTGAGE		328 JUNGERMANN RD	ST PETERS MO 6	$0.84	$0.28	$0.00	$1.12
P0813685	BRYANT ANGELA M		6325 COLORADO AVE	ST LOUIS MO	$34.12	$11.50	$0.00	$45.62
P0814189	ENGLAND MARY J		306 ANGIE DR UNIT D	ST PETERS MO 6	$4.90	$1.65	$0.00	$6.55
P0814378	WILSON THOMAS B		17 EAGLE CHASE CT	ST PETERS MO 6	$4.37	$1.47	$0.00	$5.84
P0815742	INKSTOP INC	%SKODA MINOTTI &	4400 RENAISSANCE PKWY STE 5	CLEVELAND OH	$32.46	$10.94	$0.00	$43.40
P0818772	WOODSON TIMOTHY		300 TURNBERRY PL APT H	ST PETERS MO 6	$2.88	$0.97		$3.85
P0819807	FISCHER KEVIN		108 HACIENDA CT	ST PETERS MO 6	$20.70	$6.98	$0.00	$27.68

Acct#	Payer Name		Payer Address		General	Debt	Interest	Balance
P0820279	NIX JESSICA A		1442 TRIANGLE DR	ST CHARLES MO	$12.72	$4.29	$0.00	$17.01
P0821550	SEXTON TRACY		1615 FAIRWOOD FOREST DR	ST PETERS MO 6	$5.14	$1.73	$0.00	$6.87
P0821937	HUDSON NATHAN L		195 TURNBERRY LN L	ST PETERS MO 6	$1.92	$0.64		$2.56
P0822095	PAK JENNY & DAVID		28861 PUJOL ST APT 1016	TEMECULA CA	$23.77	$8.01	$0.00	$31.78
P0822140	YOUNG JOE L		5 COUNTRY HILL RD	ST PETERS MO 6	$3.21	$1.08	$0.00	$4.29
P0822651	ADAMS SANDRA J		977 WHISPERING RIDGE LN	ST PETERS MO 6	$25.15	$8.48	$0.00	$33.63
P0823028	KROESEN JAMES C		3937 CONCORD CT	ST PETERS MO 6	$5.90	$1.99	$0.00	$7.89
P0823260	FERGUSON LISA G & CHRIS		711 E 5TH ST	ROLLA MO 65401	$29.65	$9.99	$0.00	$39.64
P0823611	KIRCHHOFER EDWARD J		5201 LITTLE PINEY DR	LAKE ST LOUIS M	$64.03	$21.58	$0.00	$85.61
P0823984	HERRERA J MARIO		724 BROADRIDGE LN	ST PETERS MO 6	$7.15	$2.41	$0.00	$9.56
P0825117	KELLY TIMOTHY E SR		235 SIERRA DR	ST PETERS MO 6	$9.26	$3.12	$0.00	$12.38
P0825684	MONTGOMERY JOHNNY R		19 S JOYCE ELLEN WAY	ST PETERS MO 6	$7.73	$2.60	$0.00	$10.33
P0825694	HAMMOND KENNETH ROBE		229 BARKWOOD TRAILS DR	ST PETERS MO 6	$0.10	$0.03	$0.00	$0.13
P0825778	WILSON RITA M	C/O WILSON JANICE	17 EAGLE CHASE CT	ST PETERS MO 6	$1.73	$0.58	$0.00	$2.31
P0900555	EDWARDS JEREMIAH J		3205 MILLRACE DR	ST PETERS MO 6	$13.06	$4.40	$0.00	$17.46
P0900935	OREERSON RONALD L JR		388 PARK WEST DR	ST PETERS MO 6	$6.48	$2.18	$0.00	$8.66
P0901029	PRATER CHRIS		302 SPENCER PL	ST PETERS MO 6	$3.84	$1.29	$0.00	$5.13
P0901515	HARRIS CANDACE		1335 BLUE RIDGE DR	ST PETERS MO 6	$3.74	$1.26	$0.00	$5.00
P0901749	CARMI HOLLY DIANE & MIK		1406 SPRING WOOD DR	ST PETERS MO 6	$8.68	$2.92	$0.00	$11.60
P0901923	GB CAPITOL INVESTMENTS		6209 MID RIVERS MALL DR STE 32	ST CHARLES MO	$3.81	$1.28	$0.00	$5.09
P0902110	JOHNSON TRAVIS D		145 TURNBERRY PL APT K	ST PETERS MO 6	$8.97	$3.02	$0.00	$11.99
P0903093	FEUERSTEIN TOSHA L		1731 KNOLL TERRACE	ST PETERS MO 6	$10.37	$3.49	$0.00	$13.86
P0903309	HERON RONALD R & TAMA		271 SANDY POINT LN	LAKE ZURICH IL	$35.13	$11.84	$0.00	$46.97
P0903708	GODAR IMOGENE A		306 DELLA DR	ST PETERS MO 6	$1.49	$0.50	$0.00	$1.99
P0905013	WILES COURTNEY S		10 W SUNNY HILL BLVD	ST PETERS MO 6	$7.01	$2.36	$0.00	$9.37
P0905943	SPENCER SHANNON C		743 BOCA RATON DR	ST PETERS MO 6	$9.00	$3.03	$0.00	$12.03
P0906252	SYNERGY DANCE SCHOOL		4013 S OLD HWY 94	ST CHARLES MO	$13.03	$4.39	$0.00	$17.42
P0906335	SANDERS-MCWOODSON E		508 DONNER PASS APT C	ST PETERS MO 6	$3.74	$1.26	$0.00	$5.00
P0906430	BATTLE CASSANDRA RENE	AKA PERRY	275 TURNBERRY PL APT E	ST PETERS MO 6	$7.44	$2.51	$0.00	$9.95
P0906605	CHANDLER JEFFFREY A & S		3 MCCLAY VILLAGE CIR	ST PETERS MO 6	$29.85	$10.06	$0.00	$39.91
P0909386	PELLOAT JEAN P & MARILY		929 PENNY LN	ST PETERS MO 6	$32.06	$10.81	$0.00	$42.87
P0909971	CHOICES CATERING BROK		5988 MID RIVERS MALL DR STE 21	ST PETERS MO 6	$0.58	$0.19	$0.00	$0.77
P0909977	SANSUN TECHNOLOGIES L		5988 MID RIVERS MALL DR STE 22	ST PETERS MO 6	$0.86	$0.29	$0.00	$1.15
P0909987	BEENY ANDREA E		53 COUNTRYSIDE DR	ST PETERS MO 6	$2.78	$0.94	$0.00	$3.72
P0910021	ACKERMAN ANDREW J		320 TURNBERRY PL APT L	ST PETERS MO 6	$6.29	$2.12	$0.00	$8.41
P0910266	NELSON STEPHEN T		2854 PARK VALLEY DR	ST PETERS MO 6	$4.52	$1.52	$0.00	$6.04
P0910417	TILLMAN ERIC		7 CHRISTINE DR	ST PETERS MO 6	$11.61	$3.91	$0.00	$15.52
P0910565	DROSTE ALLEN R		504 DONNER PASS APT D	ST PETERS MO 6	$3.07	$1.03	$0.00	$4.10
P0910821	REED PIERRE A JR		961 WINDSTREAM DR	ST PETERS MO 6	$2.74	$0.92	$0.00	$3.66
P0910967	JIVE & WAIL DUELING PIAN	AKA THE JIVE AND	6101 MID RIVERS MALL DR	ST CHARLES MO	$59.54	$20.07	$0.00	$79.61
P0911496	ABBEY SALES & SERVICE		244 MID RIVERS CENTER STE C	ST PETERS MO 6	$13.48	$4.54	$0.00	$18.02
P0911501	PRESTIGE AUTO SALES		93 CENTRE POINTE DR	ST PETERS MO 6	$0.58	$0.19	$0.00	$0.77
P0911928	PEPPERSTONE STEAKHOU	AKA MANDRAS LLC	1287 JUNGERMANN RD	ST PETERS MO 6	$94.84	$31.96	$0.00	$126.80
P0912611	MASTERS JENNIFER M		2707 POST MEADOWS	OFALLON MO 63	$9.41	$3.17	$0.00	$12.58
P0916801	VISION VENDING LLC	VARIOUS 63303	222 E MARCEAU ST	ST LOUIS MO 63	$7.60	$2.56	$0.00	$10.16
P0916806	VISION VENDING LLC	VARIOUS 63376	222 E MARCEAU ST	ST LOUIS MO 63	$19.43	$6.55	$0.00	$25.98
P0917977	GEARY VANESSA		318 CORDUBA CT	ST PETERS MO 6	$22.98	$7.75	$0.00	$30.73
P0917978	CARPENTER DEMMOS		53 EL GRECO CT	ST PETERS MO 6	$17.28	$5.82	$0.00	$23.10
P0918211	BROTT TABATHA		2 MARGARET BROWN CT	ST PETERS MO	$2.16	$0.73	$0.00	$2.89
P0918341	LAUSTRIP PATRICIA L		5 TELLURIDE DR	ST PETERS MO 6	$17.80	$6.00	$0.00	$23.80
P0919162	GAADT BRIAN G		4723 VIA CONDOTTI	ST CHARLES MO	$18.23	$6.15	$0.00	$24.38
P0919373	PADZORIA ROBERT A		28 DELRAY CT	ST PETERS MO 6	$18.43	$6.21	$0.00	$24.64
P0919643	NAHRGANG JAMES T & JULI		2305 HIGHLAND HILL DR	ST PETERS MO 6	$5.33	$1.80	$0.00	$7.13
P0919706	HOKOM SARAH J		41 KIMBERLY LN	ST PETERS MO 6	$9.40	$3.17	$0.00	$12.57

Acct#	Payer Name		Payer Address		General	Debt	Interest	Balance
P0919832	GHARIB SHERIF M		6 WISTERIA WAY	ST PETERS MO 6	$6.20	$2.09	$0.00	$8.29
P0920103	LANGE TAWNYA L & JEFFE		3910 LINE ST	ST PETERS MO 6	$13.29	$4.48	$0.00	$17.77
P0920237	CHRISTIAN CHARLES E JR		265 SPENCER PL	ST PETERS MO 6	$2.49	$0.84	$0.00	$3.33
P0920499	MILLER JEFFREY		202 FLYNN CT	ST PETERS MO 6	$4.95	$1.67	$0.00	$6.62
P0920605	DURBOROW DANNIELLE	HARGROVE KRISTO	606 DONNER PASS APT A	ST PETERS MO 6	$4.03	$1.36	$0.00	$5.39
P0920720	CAR_YON MARLA		674 SUMMER WINDS LN	ST PETERS MO 6	$9.60	$3.24	$0.00	$12.84
P0920974	WEEER HARVEY		118 MEGAN DR	OFALLON MO 63	$6.78	$2.29	$0.00	$9.07
P0921111	KAUFMAN ADRIANE D		909 DARDENNE RIDGE CT	ST PETERS MO 6	$3.50	$1.18	$0.00	$4.68
P0921470	HOPKINS KASEY		2519 SELENA DR	ST LOUIS MO 63	$4.52	$1.52	$0.00	$6.04
P0921557	GILEERTSON AMY N		338 REVOLUTION DR	ST PETERS MO	$6.96	$2.35	$0.00	$9.31
P0923236	MARTIN ANDREW J		3836 RAYMOND	BRIDGETON MO	$10.90	$3.67		$14.57
P1000118	WHITE MATTHEW B		7 INVERNESS CT	ST PETERS MO 6	$1.73	$0.58	$0.00	$2.31
P1000715	SIMPSON TERON D		10 EDGEMONT RD	ST PETERS MO 6	$5.81	$1.96	$0.00	$7.77
P1000877	BRIGHT JAMES M		12447 K BENNETT SPRINGS CT	CREVE COEUR M	$35.37	$11.92	$0.00	$47.29
P1001126	GIVENS ANDREW		544 GENTLE BREEZE DR	ST PETERS MO 6	$0.58	$0.19	$0.00	$0.77
P1001159	CARLSON JUSTIN D		1610 CARNEGIE DR	ST PETERS MO 6	$5.18	$1.75	$0.00	$6.93
P1001321	JONES ROBERT C		108 CANTERBURY PARK DR	ST PETERS MO 6	$1.77	$0.60	$0.00	$2.37
P1001583	BOYER VICTORIA M		100 VERA CRUZ	ST PETERS MO 6	$3.19	$1.08	$0.00	$4.27
P1001637	GILBERTSON KURT A		17 CANTERBURY DR	ST PETERS MO 6	$41.66	$14.04	$0.00	$55.70
P1001689	FOOTE TINA M		1807 RIDGELAWN LN	ST PETERS MO 6	$28.51	$9.61	$0.00	$38.12
P1002133	WOLFRAM LUKE		8 GATESWOOD CT	ST PETERS MO 6	$21.60	$7.28	$0.00	$28.88
P1002405	STEGEMAN DOMINIC		35 W DOUGLAS DR	ST PETERS MO 6	$0.79	$0.27	$0.00	$1.06
P1003007	CALHOUN COREY J		31 OLD WINERY	ST CHARLES MO	$14.88	$5.01	$0.00	$19.89
P1003029	PHILLIPS ALEX		2033 PIEDMONT CIR	ST CHARLES MO	$11.85	$3.99	$0.00	$15.84
P1003152	MARICA VLADIMIR		1707 SUMMERGATE CIR	ST PETERS MO 6	$10.56	$3.56	$0.00	$14.12
P1003440	LYMAN RANDALL M & GAIL		4810 GREENBURG DR	ST CHARLES MO	$6.62	$2.23	$0.00	$8.85
P1003469	FERNANDEZ IRAHOLA JOSE		1234 TARA LN	ST CHARLES MO	$6.15	$2.07	$0.00	$8.22
P1003627	REEVES JASON A		14 HEATHER DR	ST PETERS MO 6	$1.30	$0.44	$0.00	$1.74
P1003733	JONES CHAD E		377 GRANADA CT	ST PETERS MO 6	$2.76	$0.94	$0.00	$3.70
P1003836	KISSELL JOSEPH		312 SPENCER PL	ST PETERS MO 6	$11.28	$3.80	$0.00	$15.08
P1003972	WARD ERIC THOMAS		53 CRESCENT HILLS DR	ST PETERS MO 6	$3.83	$1.29	$0.00	$5.12
P1004097	LATIMORE DEANDRE		105 BERRY MANOR CIR	ST PETERS MO 6	$18.72	$6.31	$0.00	$25.03
P1004213	BRUNS RANDY		223 SALT LICK RD #299	ST PETERS MO 6	$3.02	$1.02	$0.00	$4.04
P1004845	BAKER DONOVAN L		31 AMBERLY DR	OLATHE KS 6606	$5.47	$1.84	$0.00	$7.31
P1004941	LAW OFFICES OF JEFFERY		4119 S OD HWY 94	ST CHARLES MO	$21.25	$7.16	$0.00	$28.41
P1004998	KENNON LARA C		501 ANGIE DR APT B	ST PETERS MO 6	$12.86	$4.33	$0.00	$17.19
P1005200	MANSEOK OH		406 S CHURCH ST APT 524	ST PETERS MO 6	$19.19	$6.47	$0.00	$25.66
P1005297	WINDER DAVID L		2202 HIGHLAND HILL DR	ST PETERS MO 6	$8.36	$2.82	$0.00	$11.18
P1005355	MATTINGLY MICHAEL E		17 MICHELLE LN	ST PETERS MO 6	$2.21	$0.74	$0.00	$2.95
P1005392	FOSTER ROBERT H		1943 ROSE ST	BERKELEY CA 94	$0.96	$0.32	$0.00	$1.28
P1005448	FORYS APRIL		240 SAN JUAN CT	ST PETERS MO 6	$18.94	$6.38	$0.00	$25.32
P1005570	MARTINEZ RODRIGO		160 TURNBERRY PL APT K	ST PETERS MO 6	$3.21	$1.08	$0.00	$4.29
P1005577	JOHNSTON HERBERT F		249 TIMBERBROOK DR	ST PETERS MO 6	$22.03	$7.42	$0.00	$29.45
P1005808	SAEIDGHAFELPOUR SOADE		30 GOLD RUN DR	ST PETERS MO 6	$3.79	$1.28	$0.00	$5.07
P1005837	BOLDEN MILTON D III		1143 SPENCER HILL DR	ST PETERS MO 6	$11.37	$3.83	$0.00	$15.20
P1006141	ROWLAND MATT A		1011 SPENCER RD	ST PETERS MO 6	$15.38	$5.18	$0.00	$20.56
P1006360	VEGA REBECCA JOHNSON		1107 WILD PLUM DR	ST CHARLES MO	$6.48	$2.18	$0.00	$8.66
P1006711	RAMIREZ JESSICA C		24 DANSON DR	ST PETERS MO 6	$7.58	$2.56		$10.14
P1006742	DAVIS ASHLEY M		16 SPRING SONG CT	ST PETERS MO 6	$6.48	$2.18	$0.00	$8.66
P1006968	FIREPRO LLC		338 A DEPOT AVE	ST PETERS MO 6	$37.57	$12.66	$0.00	$50.23
P1007505	LOPEZ RAMIREZ ANA P RO		228 MILL RUN LN	ST PETERS MO 6	$17.23	$5.81		$23.04
P1007600	FODGE RYAN M		19 N HARRIS DR	ST PETERS MO 6	$27.11	$9.14	$0.00	$36.25
P1007857	REEVES BRYAN KEITH		14 HEATHER DR	ST PETERS MO 6	$3.55	$1.20	$0.00	$4.75
P1007893	TUEPKER SARA KATHLEEN		30 GREENFIELD DR	ST PETERS MO	$12.96	$4.37	$0.00	$17.33

Acct#	Payer Name		Payer Address		General	Debt	Interest	Balance
P1010483	STAFFORD TANYA		32 AMBERLY DR	ST PETERS MO 6	$6.09	$2.05	$0.00	$8.14
P1010512	MELS FAMOUS BAR B Q		348 MID RIVERS MALL DR	ST CHARLES MO	$63.54	$21.42	$0.00	$84.96
P1010515	APPLE CLEANERS INC		6207 MID RIVERS MALL DR	ST CHARLES MO	$9.90	$3.34	$0.00	$13.24
P1010928	MCCULLOH JACOB W		1123 WILD PLUM DR	ST PETERS MO 6	$20.06	$6.76	$0.00	$26.82
P1011068	WHITENER DALE		33 COUNTRY CREEK DR	ST PETERS MO 6	$2.78	$0.94	$0.00	$3.72
P1011197	KINWORTHY DAVID MICHAE		2 WISTERIA WAY	ST PETERS MO 6	$5.81	$1.96	$0.00	$7.77
P1011232	CARTER MICHAEL B		355 DELLA DR	ST PETERS MO 6	$3.99	$1.35	$0.00	$5.34
P1011440	DURRETT CHRISTOPHER		342 DELLA DR	ST PETERS MO 6	$4.71	$1.59	$0.00	$6.30
P1011840	MAES THOMAS L		1801 COUNTRY ACRES DR	ST PETERS MO 6	$5.90	$1.99	$0.00	$7.89
P1012069	SHERWIN JERRY D JR		255 TURNBERRY PL APT B	ST PETERS MO 6	$14.88	$5.02	$0.00	$19.90
P1012148	CORDRY MATTHEW S		3 W DOUGLAS DR	ST PETERS MO 6	$21.26	$7.16	$0.00	$28.42
P1012518	MOON JONATHAN A		108 HACIENDA CT	ST PETERS MO 6	$2.26	$0.76	$0.00	$3.02
P1013654	ANDLETON TODD & BARBA		856 HARVESTER RD	ST PETERS MO 6	$2.40	$0.81	$0.00	$3.21
P1014272	PROFESSIONAL IMAGING O		5555 SOUTH STREET	LINCOLN NE 685	$130.20	$43.88	$0.00	$174.08
P1015182	SANDERS NICOLE	AKA HUNT NICOLE	10 DRIVER CT	ST PETERS MO 6	$9.22	$3.11	$0.00	$12.33
P1015205	KERSHMAN LAW OFFICE		8065 MEXICO RD	ST PETERS MO 6	$21.25	$7.16	$0.00	$28.41
P1015330	ENGLAENDER JOSHUA S		410 BENTON DR UNIT J	ST PETERS MO 6	$6.72	$2.27	$0.00	$8.99
P1015336	SHEN XIA		1904 S BILTMORE WAY	ST PETERS MO 6	$7.87	$2.65	$0.00	$10.52
P1015508	MANSCO KEVIN M		1605 CAP AU GRIS DR	ST PETERS MO 6	$6.81	$2.30	$0.00	$9.11
P1015646	ELLIOTT JENNIFER M		8 HEATHER DR	ST PETERS MO 6	$2.74	$0.92	$0.00	$3.66
P1015777	WILLIAMS JAMES B II		4848 GREENBURG DR	ST CHARLES MO	$3.12	$1.05	$0.00	$4.17
P1018391	MICHAELS EVA NICOLE		1710 SUMMERGATE ESTATES DR	ST CHARLES MO	$13.15	$4.43		$17.58
P1018792	HAKE DAVID L		9204 WABADAY AVE	OVERLAND MO	$1.14	$0.38	$0.00	$1.52
P1019186	BURGESS CHRISTOPHER M		214 W SUNNY HILL BLVD	ST PETERS MO 6	$10.42	$3.51		$13.93
P1019821	CONNERS CHARLES		1322 TICONDEROGA DR	ST PETERS MO 6	$3.91	$1.32		$5.23
P1020034	MITCHEM JOANN		619 SUMMER WINDS LN	ST PETERS MO 6	$1.92	$0.64		$2.56
P1102374	STEELMAN CYNTHIA		7 DUFFY CT	ST PETERS MO 6	$4.18	$1.40		$5.58
P8704720	STONE INGRID E		73 BURNING LEAF DR	ST PETERS MO 6	$1.20	$0.40	$0.00	$1.60
P8911377	ST PETERS CHILD DEVELO		605 S CHURCH ST	ST PETERS MO 6	$2.20	$0.74	$0.00	$2.94
P8917042	PRECISION SILK SCREENIN		90 ALGANA CT	ST PETERS MO 6	$13.83	$4.66	$0.00	$18.49
P9005806	CONARY ARTHUR D		823 SUGAR VALLEY CT	ST PETERS MO 6	$0.62	$0.21	$0.00	$0.83
P9009038	GADBOW DON C & BETHLY		PO BOX 1403	ST PETERS MO 6	$13.39	$4.51	$0.00	$17.90
P9013136	AVERY ROSEMARY		215 PLUM TREE DR	ST PETERS MO 6	$8.02	$2.70	$0.00	$10.72
P9103176	LEONARD STEPHANIE L		861 BOCA RATON DR	ST PETERS MO 6	$3.79	$1.28	$0.00	$5.07
P9116086	BALLARD ELIZABETH		228 SIERRA DR	ST PETERS MO 6	$2.82	$0.95	$0.00	$3.77
P9200119	WILSON JACK D		290 TURNBERRY PL APT C	ST PETERS MO 6	$8.06	$2.72	$0.00	$10.78
P9222098	HERRING DAVID		1801 S BILTMORE WAY	ST PETERS MO 6	$24.84	$8.37	$0.00	$33.21
P9226708	WILBURN KENNETH R		213 SUTTERS MILL RD	ST PETERS MO 6	$4.85	$1.63	$0.00	$6.48
P9331168	DORRELL MIKE		4 NOVELLA DR	ST PETERS MO 6	$26.01	$8.77	$0.00	$34.78
P9334412	FIZER KATHY		116 HERON CT	ST PETERS MO 6	$30.57	$10.30	$0.00	$40.87
P9418389	HANTAK THEODORE III		21 KENWORTH DR	ST PETERS MO 6	$11.66	$3.93	$0.00	$15.59
P9424449	ODONNELL EYE INSTITUTE		1034 SOUTH KIRKWOOD	KIRKWOOD MO 6	$98.90	$33.33	$0.00	$132.23
P9430384	SCHULZE GREGORY C		12 COUNTY FAIR TRL	ST PETERS MO 6	$5.28	$1.78	$0.00	$7.06
P9609455	PRIORITY ONE COMMUNIC		4025 OLD HWY 94 S STE L	ST CHARLES MO	$7.83	$2.64	$0.00	$10.47
P9609770	STEINBRUEGGE CAROL		53 BROOKSHIRE DR	ST PETERS MO 6	$0.58	$0.19	$0.00	$0.77
P9616380	MANIACI JEAN M		310 LAUREL LEA DR	ST PETERS MO 6	$1.58	$0.53	$0.00	$2.11
P9701851	CORUM BARBARA K		3374 EDGEWOOD ST	SAN MARCOS CA	$5.33	$1.80	$0.00	$7.13
P9802673	SNIDER RICHARD & CHRIST		8 SPENCER VALLEY DR	ST PETERS MO 6	$17.90	$6.03	$0.00	$23.93
P9811696	KOEHLER JAMES J		1506 GARDEN VALLEY DR APT C	ST PETERS MO 6	$1.54	$0.52	$0.00	$2.06
P9837886	MASTERSON JOHN B	C/O RYND DEBRA	40 PLUM TREE DR	ST PETERS MO 6	$4.08	$1.37	$0.00	$5.45
P9846987	NEWSHAM JOHN L & THER		1006 DONNER PASS APT B	ST PETERS MO 6	$4.90	$1.65	$0.00	$6.55
P9867972	FERNANDEZ LORI A		20 TIMBERBROOK DR	ST PETERS MO 6	$7.73	$2.60	$0.00	$10.33
P9928475	SCHNEIDER CAROL		15 W MEADOW DR	ST PETERS MO 6	$3.02	$1.02	$0.00	$4.04
P9929090	THORNTON JOHN G		341 CASTILE CT CT	ST PETERS MO 6	$5.64	$1.91		$7.55

Acct#	Payer Name	Payer Address		General	Debt	Interest	Balance
P9929225	MOSER J SCOTT	313 TIMBERIDGE DR	ST PETERS MO 6	$9.55	$3.22	$0.00	$12.77
P9930094	LEUSCHKE DENNIS K	8 CRICKLEWOOD LN	ST PETERS MO 6	$3.79	$1.28	$0.00	$5.07
P9930828	NOWAK JOHN A	295 CORTES CT	ST PETERS MO 6	$1.25	$0.42	$0.00	$1.67
P9931161	BREEZE JAMES R	4 RUSTIC MEADOW CT	ST PETERS MO 6	$33.11	$11.16	$0.00	$44.27
P9937559	WODKE SUSAN	329 CORDUBA CT	ST PETERS MO 6	$12.28	$4.14	$0.00	$16.42
			Grand Totals:	**5,509.69**	**1,856.91**	**0.00**	**7,366.60**

RESOLUTION NO. _____

A RESOLUTION DECLARING THE 2010 TAXES UNCOLLECTIBLE

WHEREAS, the City of St. Peters has delinquent ad valorem taxes for the year 2010; and

WHEREAS, ad valorem tax liens expire on December 31 of the fifth year after they have been levied; and

WHEREAS, the tax liens on the 2010 ad valorem taxes have expired.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SAINT PETERS, MISSOURI, THAT:

SECTION 1. The 2010 Delinquent ad valorem tax is hereby declared uncollectible.

SECTION 2. The City Collector is hereby directed to remove said ad valorem taxes from the back tax books.

Read and adopted this ____ day of February 2016

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

RBA FORM (OFFICE USE)
MEETING DATE: February 11, 2016
Regular ( ) Work Session (X)
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance ( ) Other (X)

Request for Board Action By Staff

Ward 1 ( ) 2 ( ) 3 ( ) 4 (X) All Wards ( )

Brief Description: An ordinance to authorize the City Administrator to enter in to a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Mc Clay Road Improvements Project (Federal Project No. STP-7305(615)).

Staff: Recommended (X) Not recommended ( ) No Position ( )

Summary/Explanation: The City of St. Peters has been awarded federal matching funds through the East-West Gateway Coordinating Council of Governments (EWGCC) for improvements to Mc Clay Road, from Shepherds Hills Drive to Jungermann Road. This project will include concrete pavement replacement, curb and gutter replacement, diamond grinding, asphalt pavement resurfacing, pavement marking, traffic signal improvements, and ADA accessible improvements. In order to receive said funds, the City must execute an agreement with the Missouri Highways and Transportation Commission which details the funding requirements.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
Execution of this ordinance and agreement will allow the City of St. Peters to be eligible to receive 80% reimbursement, up to $985,992, for eligible construction expenses. The total estimated cost of for the Mc Clay Road Resurfacing I Project (STP-7305(615)) is $1,232,490. This project is part of the current five year Capital Improvement Plan and funds will be budgeted as part of the FY 2017 Transportation Trust Fund budget.

RBA requested by: Russ Batzel

Russ Batzel

CA: William P. Charnisky

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 08/15 (MWH)
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	STP-7305(615)
Award Year:	(2016)
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of St. Peters, St. Charles City, Missouri (hereinafter, “City”).

WITNESSETH:

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) 23 U.S.C. §133, authorizes a Surface Tranpsortation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-7305(615) involves:

Roadway reconstruction including pavement replacement, diamond grinding, asphalt pavement resurfacing, pavement marking, curb & gutter, ADA compliant 5’ wide sidewalks and curb ramps, traffic signal upgrades including ADA compliant pedestrian signals and push buttons.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-7305(615) by the Commission is within the limits of St. Peters, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Along McClay Road, from Shepard Hills Drive to Jungermann Road.

(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) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and

shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) 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.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) 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.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the 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 the 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 the FHWA, the commission will file copies of said plans in the office of the City 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 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.

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

(A) 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 80 percent not to exceed $985,992. 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 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.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-7305(615) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) 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.

(19) 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.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(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 REQUIREMENT: 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) 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.

(24) 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.

(25) 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.

(26) 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.

(27) 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.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
One St. Peters Centre Boulevard
P.O. Box 9
St. Peters, MO 63376
Facsimile No. 636-441-7648

(B) To the Commission:
1590 Woodlake
Chesterfield, MO 63017
Facsimile No.:573-522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) 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 the provisions of paragraph (29) 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 or 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.

(30) 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 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.

(31) 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.

(32) 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.

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

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF ST. PETERS

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

[If needed to authorize a city official to execute the agreement.]

Ordinance No:_____

City of St. Peters
McClay Road Resurfacing I
(Shepherds Hills Drive to Jungermann Road)

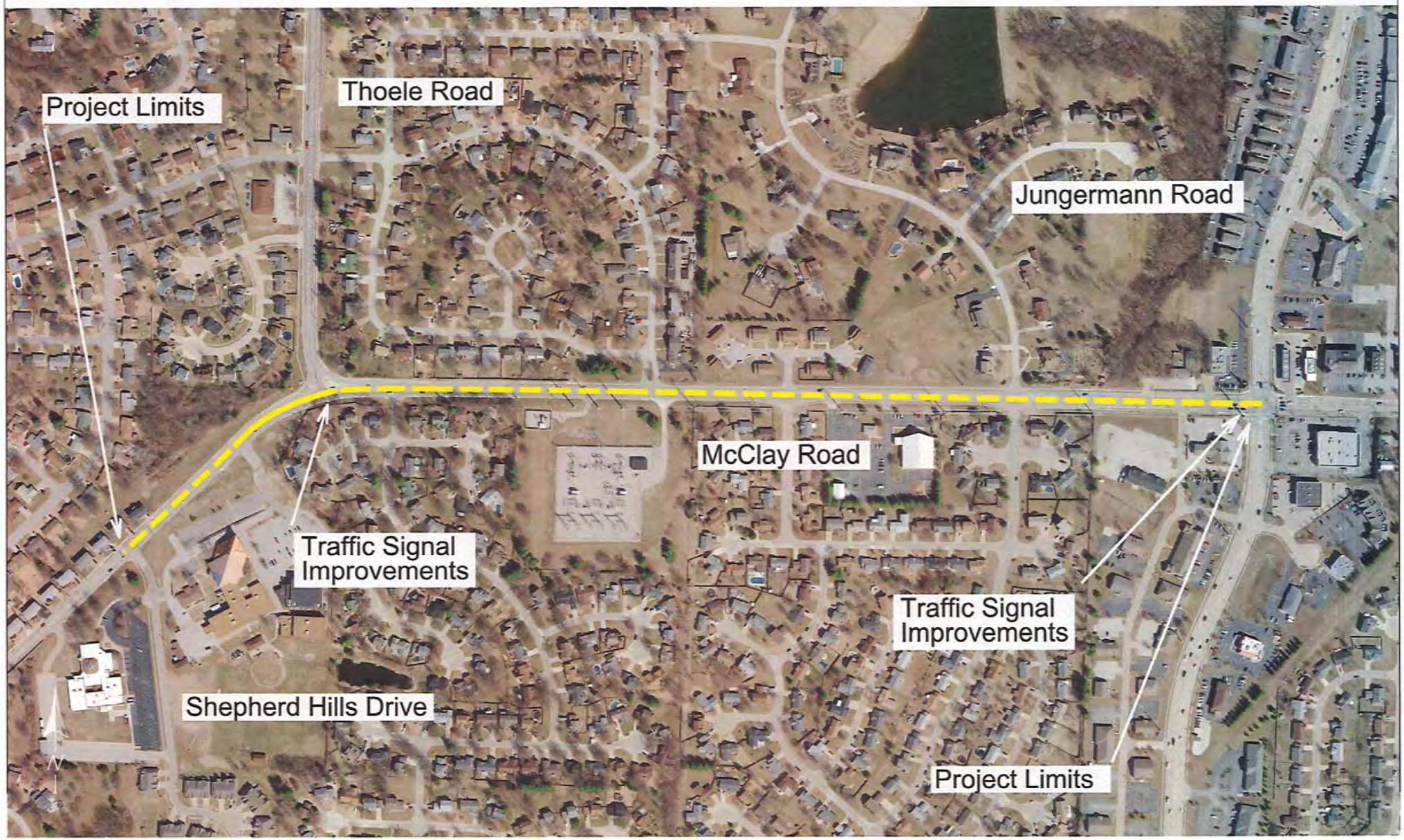

Exhibit A

Exhibit B – Project Schedule

Project Description: STP-7305(615), McClay Road Reconstruction

Task	**Date**
Date funding is made available or allocated to recipient	10/1/2015
Preliminary and Right-of-Way Plans Submittal (if Applicable)	10/31/16
Plans, Specifications & Estimate (PS&E) Submittal	11/30/16
Plans, Specifications & Estimate (PS&E) Approval	12/31/17
Advertisement for Letting	1/30/17
Bid Opening	2/28/17
Construction Contract Award or Planning Study completed **(REQUIRED)**	4/30/17

**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.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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;

(3) 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 (a)(2) of this certification; and

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

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

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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 Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant 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 AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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.

RBA FORM (OFFICE USE)
MEETING DATE: February 11, 2016
Regular ( ) Work Session (X)
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance ( ) Other (X)

Request for Board Action By Staff

Ward 1 ( ) 2 ( ) 3 (X) 4 (X) All Wards ( )

Brief Description: Action to authorize the City Administrator to execute an amendment to the agreement with HR Green for additional professional design services for the Jungermann Road Bridge Replacement Project.

Staff: Recommended (X) Not recommended ( ) No Position ( )

Summary/Explanation:

City staff is recommending amending the professional services agreement with HR Green to perform additional design services for a retaining wall, storm water drainage improvements, and a traffic signal modification for the Jungermann Road Bridge Replacement Project. See attached memo.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
Execution of these agreements will obligate $31,179.72 for additional engineering design services for the Jungermann Road Bridge Replacement Project.

Funds for these projects will come from the Transportation Trust Fund, Local Parks and Storm Water Fund, and possibly from existing grant funding for the project.

RBA requested by: Russ Batzel

CA: William P. Charnisky

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CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BILL CHARNISKY, CITY ADMINSTRATOR

FROM: RUSS BATZEL, MANAGER/PWS

SUBJECT: ENGINEERING SERVICES AGREEMENT AMENDMENT – HR GREEN

DATE: FEBRUARY 3, 2016

CC:

Recommendation: I recommend approval of an amendment to the agreement with HR Green to perform additional engineering services for the Jungermann Road Bridge Replacement Project in the amount of $31,179.72. The additional work includes design of a retaining wall, a storm sewer extension, and traffic signal modifications that were not anticipated or included in the original scope of work.

Background:

On 25, 2015 the City approved Ordinance 6370 to retain HR Green to perform engineering services to design the Jungermann Road Bridge Replacement Project. The project has now reached the 70% design stage and it has been determined that there is a need for a retaining wall, additional storm sewers, and some traffic signal modifications that were not originally anticipated in the scope of the work. HR Green has estimated the additional effort will require nearly 300 hours of additional staff time to complete at a cost of $31,179.72. The City will seek an adjustment to include this additional work in the current MoDOT grant for the project.

RBA FORM (OFFICE USE)
MEETING DATE: February 11, 2016
Regular ( ) Work Session (X)
ATTACHMENT: YES (X) NO ( )
Contract (X) Ordinance ( ) Other ( )

Request for Board Action By Staff

Ward 1 ( ) 2 ( ) 3 ( ) 4 ( ) All Wards (X)

Brief Description: Bid Recommendation - Premier 370 Sanitary Pump Station 7

Staff: **Recommended (X) Not recommended ( ) No Position ( )**

Summary/Explanation: Bid Recommendation for the Premier 370 Sanitary Pump Station 7. The City received seven bids and staff is recommending the low bid, Kolb Grading, LLC to construct the pump station.

Please see attached memorandum for further details.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) The cost of the project is $559,352 and will be funded by the Water/Sewer Bond Issue.

RBA requested by: Bill Malesh 2-1-16 CA: B. Chaney

CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BILL CHARNISKY

FROM: BILL MALACH

SUBJECT: PREMIER 370 PS 7 – BID RECOMMENDATION

DATE: FEBRUARY 1, 2016

CC: TIM MYERS

Recommendation: I am recommending the low bidder Kolb Grading, LLC to construct the Premier 370 Sanitary Pump Station 7. Kolb Grading has constructed the other four Premier 370 Sanitary Pump Stations and are familiar with the site conditions and the pump station construction documents.

Bid Evaluation: The City received seven bids on January 28, 2016 for the Premier 370 Sanitary Pump Station 7. The bids are summarized below.

Bidder	Base Bid	Bid Additives	Total Bid
Kolb Grading, LLC	$504,600.00	$179,888.00	$684,488.00
Loelke Plumbing	$543,686.13	$151,354.52	$695,040.65
Martin General Contractors, LLC	$575,205.00	$198,786.00	$773,991.00
L. Keely Construction Co.	$598,882.81	$188,149.81	$787,032.62
TGB, Inc	$629,565.00	$179,162.00	$808,727.00
Heggemann, Inc	$667,424.00	$290,664.97	$958,088.97
Gershenson Construction Co.	$768,000.00	$283,634.00	$1,051,634.00

Award Amount: The budget to construct PS 7 was estimated at $500,000, which was the approximate cost to construct the other pump stations. The pump station base bid was $504,600.

We bid several additives to coat the interior and exterior of the concrete structures to prevent the concrete from deteriorating overtime and also inflow and infiltration. We also added items to finish some items at PS 3 so it can be a complete pump station. The following table summarizes the bid additives we are rejecting and accepting.

Rejecting		Accepting	
Item/Description	Cost	Item/Description	Cost
BA-1: PS-3, Overflow Structure Protective Coating	$36,015	BA-3: PS-3 Wet Well Protective Coating	$12,672
BA-2: PS-7, Overflow Structure Protective Coating	$68,620	BA-4: PS-7 Wet Well Protective Coating	$11,340
		BA-5: PS-3 Concrete Flat Work	$1,875
BA-6: PS-3, Asphalt Pavement	$17,201		
		BA-7: PS-3 Fencing	$7,865
		BA-8: PS-3 Generator w/ ATS	$21,000
BA-9: 18-inch RCP driveway culvert	$2,100		
BA-10: 18-inch Flared Ends for driveway culvert	$1,200		
Totals	$125,136		$54,752

The total award amount for the base bid and the bid additives we are accepting will be $559,352. This project is being funded from the Water/Sewer Bond Fund.

RBA FORM (OFFICE USE)
MEETING DATE: February 11, 2016
Regular ( ) Work Session (X)
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance ( ) Other (X)

Request for Board Action By Staff

Ward 1 ( ) 2 ( ) 3 ( ) 4 ( ) All Wards (N/A)

Brief Description: Secretary of State/Records Retention Schedules

Staff: Recommended (X) Not recommended ( ) No Position ( )

Summary/Explanation:

The destruction of records schedule is set by the Secretary of State, which states the following: the disposition of records should be recorded in a document such as the minutes of the Board of Aldermen or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date on which the destruction was completed.

Please view the attached destruction of records forms to be entered and made a part of the minutes.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Patty Smith, City Clerk

CA: William P. Charnisky

City of St. Peters – Records Management **RECORDS DESTRUCTION FORM**	Page 1 of 15

Department Name: SSS/Administration		Total # of Boxes:
Department Records Coordinator: Robbie Kimes		
Date: 01/07/16	Office Address: One St. Peters Centre, St. Peters, MO 63376	Telephone: 636-477-6600

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: Robbie Kimes	Date: 1-8-16	Date of Records Destruction: 1-11-15
Group Manager: Jim Wilkinson	Date: 1/11/16	Destruction Method: Shredding ☒ Discard ☐ Outside Vendor ☐
Date of BOA Minutes:		

Request for Department Destruction

☑ I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.

☑ I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: Patty Smith	Date: 1/11/16

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
N/A	GS-060	From the 1998 Legal Documents - all Professional Services Agreements and RecPlex Use Agreements for Ice Arena.	1998	3 years after expiration of agreements	P

	NAME	TITLE	SIGNED/RECORDED
		1998 LEGAL DOCUMENTS - REMOVED	
11.	Albert F. Fowler	Professional Services Agreement (Volleyball Official)	1/21/98-Not recorded
14.	Rob Cowell	Professional Services Agreement (Youth Basketball Official)	1/24/98-Not recorded
17.	Brian Dement	Professional Services Agreement (Basketball Instructor)	1/1/98-Not recorded
20.	Missouri State High School Activities	City of St. Peters Rec-Plex Use Agreement Association (MSHAA)	1/15/98-Not recorded
24.	Amy Combs	Professional Services Agreement (Volleyball Official)	1/15/98-Not recorded
32.	Mark Allen Agreement	Professional Services (Rock Climbing)	1/13/98-Not recorded
48.	Gregory T. Callihan Agreement	Professional Service (Basketball Referee)	2/3/98-Not recorded
54.	Patrick Hieger	Professional Services Agreement (Rock Climbing Leader)	2/2/98-Not recorded
61.	Krista Dugosh	Professional Services (Aerobics Instructor)	3/6/98-Not recorded
62.	Paul Murphey	Professional Services Agreement (Weight Instructor)	3/13/98-Not recorded
63.	Kelly A. Levengood	Professional Services Agreement (Weight Instructor)	3/6/98-Not recorded
64.	Sally A. Breek	Professional Services Agreement (Dance Camp Instructor)	3/6/98-Not recorded
65.	Carolyn A. Schulte	Professional Services Agreement (Personal Trainer and Weight Instructor)	4/8/98-Not recorded
79.	Craig Tope	Professional Services Agreement (Rock Climbing Leader)	3/2/98-Not recorded
81.	Bill King	Professional Services Agreement (Rock Climbing Leader)	3/14/98-Not recorded
82.	Sid Aslin	Professional Services Agreement (Basketball Instructor)	3/10/98-Not recorded

	NAME	TITLE	SIGNED/RECORDED
89.	Jeffrey C. Chappell	Professional Services Agreement (Summer Softball Umpire)	4/4/98-Not recorded
90.	Steve Bruemmer	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
91.	R.R. Berthold	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
92.	Randy Riedy	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
93.	Vincent Mughetto	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
94.	Tim McGuire	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
95.	Mark A. Thomas	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
96.	Tracy LaBrier	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
97.	Adam L. Kasper	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
98.	Paul Schon	Professional Services Agreement (Ice Hockey Official)	4/8/98-Not recorded
99.	Ken Braun	Professional Services Agreement (Ice Hockey Official)	4/8/98-Not recorded
100.	Matt Braun	Professional Services Agreement (Ice Hockey Official)	4/8/98-Not recorded
101.	John Brandt	Professional Services Agreement (Ice Hockey Official)	4/8/98-Not recorded

	NAME	TITLE	SIGNED/RECORDED
102.	Dan Zimmerman	Professional Services Agreement (Ice Hockey Official)	4/9/98-Not recorded
104.	Steve Easley	Professional Services Agreement (Summer Softball Umpire)	4/9/98-Not recorded
111.	Brian McDermott	Professional Services Agreement (Personal Trainer/Weight Instructor)	4/27/98-Not recorded
113.	Coy Adams	Professional Services Agreement (T-Ball Instructor)	4-29-98/Not Recorded
114.	Dana M. Walker	Professional Services Agreement (T-Ball Instructor)	4-29-98/Not Recorded
115.	Mike Kline	Professional Services Agreement (T-Ball Instructor)	4-29-98/Not Recorded
116.	Mike Caldwell	Professional Services Agreement (T-Ball Instructor)	4-29-98/Not Recorded
117.	Robert Brown	Professional Services Agreement (T-Ball Instructor)	4-29-98/Not Recorded
118.	David Curtis	Professional Services Agreement (T-Ball Instructor)	4-29-98/Not Recorded
119.	Lisa Griffing	Professional Services Agreement (T-Ball Instructor)	4-29-98/Not Recorded
120.	Gary Spearman	Professional Services Agreement (T-Ball Instructor)	4-29-98/Not Recorded
121.	Paul Hiemann	Professional Services Agreement (Coach Pitch Baseball Instructor)	4-29-98/Not Recorded
122.	Jerry J. Jones	Professional Services Agreement (Coach Pitch Baseball Instructor)	4-29-98/ Not Recorded
123.	Vaal Hall Jr.	Professional Services	4-29-98/Not Recorded

	NAME	TITLE	SIGNED/RECORDED
		Agreement (T-Ball Instructor)	
124.	Joseph M. Kane	Professional Services Agreement (Coach Pitch Baseball Instructor)	4-30-98/Not Recorded
126.	Matt O'Brien	Professional Services Agreement (Ice Hockey Official)	4-30-98/Not Recorded
127.	Steve Grieshauer	Professional Services Agreement (T-Ball Instructor)	4-30-98/Not Recorded
128.	William L. Wende	Professional Services Agreement (T-Ball Instructor)	4-30-98/Not Recorded
129.	John Couch	Professional Services Agreement (T-Ball Instructor)	4-30-98/Not Recorded
130.	Donald J Krome	Professional Services Agreement (Coach Pitch Baseball Instructor)	4-30-98/Not Recorded
132.	John Davis	Professional Services Agreement (Midwest HIDTA Program)	4-16-98/Not Recorded
138.	Marie Kernell	Professional Services Agreement (Personal Trainer/Weight Instructor)	5-2-98/Not Recorded
139.	Tyson Greenman	Professional Services Agreement (Rock Wall Leader)	5-2-98/Not Recorded
140.	Kathleen M. Kuntz	Professional Services Agreement (Summer Swim Team Head Coach)	5-4-98/Not Recorded
143.	Elizabeth DuBray	Professional Services Agreement (Neons Swim Team)	5-12-98/Not Recorded
144.	Brian Clemons	Professional Services Agreement (Summer Softball Umpire)	6-6-98/Not Recorded

	NAME	TITLE	SIGNED/RECORDED
145.	Bill Sugar	Professional Services Agreement (Summer Softball Umpire)	5-1-98/Not Recorded
146.	Scott Christian	Professional Services Agreement (T-Ball Instructor)	5-14-98/Not Recorded
147.	Martin White	Professional Services Agreement (T-Ball Instructor)	5-4-98/Not Recorded
151.	Brian Schessele	Professional Services Agreement (Summer Softball Instructor)	5-4-98/Not Recorded
152.	Vince Delagrande	Professional Services Agreement (Summer Softball Umpire)	4-6-98/Not Recorded
153.	Matthew Yannotta	Professional Services Agreement (Head Swim Coach, Laurel Park)	5-20-98/Not Recorded
154.	Brian Schultehenrich	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
155.	Paul Boschert Jr.	Professional Services Agreement (Summer Softball Umpire)	4/1/98-Not recorded
156.	Mark S. Mosley	Professional Services Agreement (Summer Softball Umpire)	4/16/98-Not recorded
179.	Kelly Calloway	Professional Services Agreement (Summer Softball Umpire)	5-11-98/Not Recorded
185.	Lawrence V. Larimore	Professional Services Agreement (Summer Softball Umpire)	6-9810-98/Not Recorded
223.	Vincelle Caviness	Professional Services Agreement (Private Tennis Lessons)	7-14-98/Not Recorded
226.	Melissa Lyn Struble	Professional Services Agreement (Coach-Pitch Instructor)	7/15/98-Not recorded
228.	Dan Kramer	Professional Services	7/2/98-Not recorded

	NAME	TITLE	SIGNED/RECORDED
		Agreement (T-Ball Instructor)	
232.	Ft. Zumwalt North Hockey Club	Rec-Plex Use Agreement	6/1/98-Not recorded
233.	Kerry Bauer	Professional Services Agreement (Assistant Swim Coach)	6/23/98-Not recorded
234.	Kelly Bauer	Professional Services Agreement (Assistant Swim Coach)	6/23/98-Not recorded
235.	Joseph Cabo	Professional Services Agreement (T-Ball Instructor)	6/30/98-Not recorded

	NAME	TITLE	SIGNED/RECORDED
236.	Carey Herron	Professional Services Agreement (Summer Softball Umpire)	6/26/98-Not recorded
245.	Steve Lee	Professional Services Agreement (Summer Softball Umpire)	6/30/98-Not recorded
246.	Brad Kimes	Professional Services Agreement (Rock Climbing Leader)	6-30-98/Not Recorded
247.	Charles Brown	Professional Services Agreement (T-Ball Instructor)	6/10/98-Not recorded
248.	Robert Cowell	Professional Services Agreement (Summer Softball Instructor)	6/12/98-Not recorded
261.	Randy Hollander	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
262.	Richard Boyer	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
263.	Craig Tope	Professional Services Agreement (Rock Wall Leader)	6/16/98-Not recorded
278.	Scot Gibson	Professional Services Agreement (Summer Softball Umpire)	4/21/98-Not Recorded
279.	Greg Callihan	Professional Services Agreement (Summer Softball Umpire)	6/9/98-Not recorded
280.	Terry Roever	Professional Services Agreement (Summer Softball Umpire)	5/7/98-Not recorded
281.	Gary Spean	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
285.	Andrew Baldwin	Professional Services Agreement (Coach Pitch Baseball Instructor)	7/989/98- Not Recorded
286.	Danna Tedder	Professional Services	7/989/98- Not Recorded

	NAME	TITLE	SIGNED/RECORDED
		Agreement (T-Ball Instructor)	
287.	Lori Cobb	Professional Services Agreement (T-Ball Instructor)	9/98 - Not Recorded
288.	Robert Valentine	Professional Services Agreement (Coach Pitch Baseball Instructor)	9/98 - Not Recorded
289.	Bill Leonard	Professional Services Agreement (Coach Pitch Baseball Instructor)	7/98-Not recorded
290.	Darrel Bine	Professional Services Agreement (T-Ball Instructor)	7/98 - Not Recorded
291.	Stephen A. Riley, III	Professional Services Agreement (T-Ball Instructor)	9/98 - Not Recorded
292.	Michael Steinbecker	Professional Services Agreement (T-Ball Instructor)	7/98- Not Recorded
293.	Ron Plummer	Professional Services Agreement (T-Ball Instructor)	7/98 -Not Recorded
294.	Melinda S. Milewczik	Professional Services Agreement (T-Ball Instructor)	7/98-Not recorded
295.	Jay Couch	Professional Services Agreement (Coach Pitch Baseball Instructor)	7/98- Not Recorded
318.	Jennifer McCullough	Professional Services (T-Ball Instructor)	7/20/98 - Not Recorded
329.	Stacey A. Johnson	Professional Services Agreement (Water Exercise Instructor)	8/1/98 - Not Recorded
336.	Cassandra Stinson	Professional Service Agreement (Aerobic Instructor)	8-22-98 - Not Recorded
337.	Rebecca Hernandez	Professional Service Agreement (Volleyball Official)	8/98,7/99-Not recorded

	NAME	TITLE	SIGNED/RECORDED
360.	Darell Bine	Professional Services Agreement (Youth Baseball Instructor)	8/25/98-Not recorded
361.	John W. Gantner	Professional Services Agreement (Summer Softball Umpire)	4/6/98-Not recorded
381.	Daniel Dickson	Professional Services Agreement (Coach Pitch Baseball Instructor)	9/3/98-Not recorded
382.	Mike Gibbar	Professional Services Agreement (Coach Pitch Baseball Instructor)	8/24/98-Not recorded
383.	Sarah Haynes	Professional Services Agreement (Soccer Instructor)	8/24/98-Not recorded
384.	Gregory T. Callihan	Professional Services Agreement (Basketball Referee)	9/4/98-Not recorded
385.	Susan Blevins	Professional Services Agreement (Soccer Instructor)	8/24/98-Not recorded
386.	Steve Kaver	Professional Services Agreement (Soccer Instructor/Supervisor)	8/21/98-Not recorded
387.	Steven Fair	Professional Services Agreement (Youth Baseball Instructor)	7/15/98-Not recorded
388.	Marion Herrmann	Professional Services Agreement (Swim Lesson Instructor)	9/2/98-Not recorded
389.	George Allison	Professional Services Agreement (Soccer Instructor)	9/2/98-Not recorded
393.	Rebecca E.T. Reese	Professional Service Agreement (Aerobic Instructor)	8/14/98-Not recorded
395.	Richard Faust	Professional Services Agreement (T-Ball Instructor)	8/28/98-Not recorded
396.	Tim Bradley	Professional Services Agreement (Summer Softball Umpire)	7/22/98-Not recorded

	NAME	TITLE	SIGNED/RECORDED
397.	Carla Dodd	Professional Services Agreement (write news Articles, Speeches, Etc for city)	11/23/98-Not recorded
400.	Larry Williams	Professional Services Agreement (Basketball Referee)	11/16/98-Not recorded
401.	Corey Edinger	Professional Services Agreement (Basketball Referee)	10/16/98-Not recorded
410.	Pat Ament	Professional Services Agreement (Rock Climbing Presentation)	10/19/98-Not recorded
413.	Francis Howell Hockey Club	Rec-Plex Use Agreement	10/4/98-Not recorded
416.	Alan Oliver	Professional Services Agreement (Diving Lessons)	10/21/98-Not recorded
417.	Gary Sinecki	Professional Services Agreement (Basketball Referee)	10/17/98-Not recorded
418.	Jeff Henrickson	Professional Services Agreement (Basketball Referee/Instructor)	10/8/98-Not recorded
419.	David Wilkens	Professional Services Agreement (Basketball Referee)	10/17/98-Not recorded
420.	Kevin Reynolds	Professional Services Agreement (Basketball Referee)	10/7/98-Not recorded
421.	Dorian Hobbs	Professional Services Agreement (Basketball Official)	10/18/98-Not recorded
422.	Dave McCrary	Professional Services Agreement (Assistant Swim Coach)	9/15/98-Not recorded
423.	Brett Mathwes	Professional Services Agreement (Summer Softball Umpire)	5/1/98-Not recorded
424.	Ft. Zumwalt North Hockey	Rec-Plex Use Agreement	9/15/98-Not recorded

	NAME	TITLE	SIGNED/RECORDED
425.	Kristen Melter	Professional Services Agreement (Assistant Swim Coach)	10/6/98-Not recorded
426.	Tracey Webb	Professional Services Agreement (Swimming Lesson Instructor)	10/1/98-Not recorded
427.	Patty Michelson	Professional Services Agreement (Swimming Lesson Instructor)	10-1-98-Not recorded
428.	Lori West	Professional services Agreement (Water Exercise Instructor)	9-14-98-Not Recorded
429.	John & Sonda Atchison	Professional Services Agreement (Face Painter)	10-8-98-Not Recorded
430.	Sherry Cybularz	Professional services Agreement (Aerobics)	9-24-98-Not Recorded
431.	Lawrence Levin	Professional services Agreement (Magician)	9-26-98-Not Recorded
432.	Ft. Zumwalt South Hockey Club	Rec-Plex Use Agreement	9-15-98-Not Recorded
433.	Aaron Mollman	Professional services Agreement (Rock Climbing Leader)	9-24-98-Not Recorded
434.	Kimberly Fahle	Professional services Agreement (Volleyball Official)	9-22-98-Not Recorded
435.	Rebecca Hernandez	Professional services Agreement (Volleyball Official)	9-16-98-Not Recorded
436.	Chris Hammock	Professional services Agreement (Summer Softball Umpire)	8-23-98-Not Recorded
437.	Elizabeth Vorbeck	Professional services Agreement (Assistant Swim Coach)	9-10-98-Not Recorded
438.	Joe Kubik	Professional services Agreement (Basketball Referee)	9-5-98-Not Recorded
439.	Dennis May	Professional Services Agreement (Summer Softball	4-6-98-Not Recorded

	NAME	TITLE	SIGNED/RECORDED
		Umpire)	
440.	William Sanford	Professional services Agreement (Summer Softball Umpire)	4-4-98-Not Recorded
446.	Doug Rada	Professional services Agreement (Basketball Referee)	10-14-98-Not Recorded
465.	ProSing Karaoke Stage Co.	Professional services Agreement (New Year's Eve Lock In)	10-27-98-Not Recorded
468.	Victor Baryshevtsev	Professional services Agreement (Ice Clinic/Show Lessons)	12-11-98-Not Recorded
469.	Dennis Jones	Professional Services Agreement (New Year's Eve Lock-In)	11-19-98-Not recorded
470.	Carolyn Schulte	Professional Services Agreement (Personal Trainer/Weight Instructor)	11-17-98-Not Recorded
471.	Jeff King	Professional Services Agreement (Basketball Referee)	11-24-98-Not Recorded
486.	Elizabeth Metcalf	Professional Services Agreement (Assistant Diving Coach)	11-2-98-Not Recorded
487.	Luke Kozelichki	Professional Services Agreement (Basketball Referee)	11-9-98-Not Recorded
488.	Susan White	Professional Services Agreement (Swim Instructor, Assistant Swim Coach)	9-21-98-Not Recorded
489.	Gale Stanley	Professional Services Agreement (Water Aerobics Instructor)	11-5-98-Not Recorded
490.	David Lomax	Professional Services Agreement (Basketball Referee)	10-25-98-Not Recorded
491.	Eric Barnes	Professional Services Agreement (Assistant Diving Coach)	11-2-98-Not Recorded

	NAME	TITLE	SIGNED/RECORDED
492.	Marian Knapp	Professional Services Agreement (Aerobics)	10-15-98-Not Recorded
497.	Mid-States Club Hockey Association	Rec-Plex Use Agreement	9-2-98-Not Recorded
502.	Scot Gibson	Professional Services Agreement (Summer Softball Umpire)	10-30-98-Not Recorded
503.	Dr. Bob Kuhn	Professional Services Agreement (Assistant Swim Coach)	9-12-98-Not Recorded
504.	M.Paul Murphy	Professional Services Agreement (Assistant Swim Coach)	9-14-98-Not Recorded
505.	Michele Andreas	Professional Services Agreement (Assistant Swim Coach)	9-11-98-Not Recorded
506.	Duchesne Hockey Club	Rec-Plex use Agreement	11-2-98-Not Recorded
507.	Sharon Cadle	Professional Services Agreement (Water Exercise Instructor)	9-14-98-Not Recorded
508.	Rob Hoffman	Professional Services Agreement (Diving Lessons)	10-22-98-Not Recorded
509.	Christia Jones	Professional Services Agreement (Water Exercise Instructor)	9-14-98-Not Recorded
510.	Tina Gehrin	Professional Services Agreement (Water Exercise Instructor)	9-14-98-Not Recorded
511.	Cheryl Grant	Professional services Agreement (Water Exercise Instructor)	9-14-98-Not Recorded
526.	Billie Coggins	Professional services Agreement (New Year's Eve Lock In)	11-2-98-Not Recorded
602.	Dick Newton	Professional Services Agreement (Ice Hockey Official)	12-5-98/Not Recorded
603.	John Carron	Professional Services	12-5-98/Not Recorded

	NAME	TITLE	SIGNED/RECORDED
		Agreement (Ice Hockey Official)	
605.	Parkway Swim Club Boosters	Rec-Plex Use Agreement	12-21-98/Not Recorded
608.	Marie Kernell	Professional Services Agreement (Personal Trainer/Weight Instructor)	12-14-98/Not Recorded
612.	Becca Tipton	Professional Services Agreement (Assistant Swim Coach)	12-16-98/Not Recorded
613.	Mark Allen	Professional Services Agreement (Rock Climbing)	12-21-98/Not Recorded
619.	David G. Gaines	Professional Services Agreement (Basketball Official)	12-10-98/Not Recorded
620.	Brad Clark	Professional Services Agreement (Basketball Official)	12-21-98/Not Recorded
638.	Mike Steinke	Professional Services Agreement (Basketball Referee/Instructor)	10/1/98/Not Recorded

City of St. Peters – Records Management **RECORDS DESTRUCTION FORM**	Page 1 of 13

Department Name: SSS/Administration		Total # of Boxes:
Department Records Coordinator: Robbie Kimes		
Date: 01/12/16	Office Address: One St. Peters Centre, St. Peters, MO 63376	Telephone: 636-477-6600

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: Robbie Kimes	Date: 1-12-16	Date of Records Destruction: 1/15/16
Group Manager: Tom Wilkinson	Date: 1/12/16	Destruction Method: Shredding ☒ Discard ☐ Outside Vendor ☐
Date of BOA Minutes:		

Request for Department Destruction

☑ I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.

☑ I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: Patty Smith	Date: 1/13/16

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
N/A	GS-060	From the 1999 Legal Documents - all Professional Services Agreements and RecPlex Use Agreements for Ice Arena.	1999	3 years after expiration of agreements	P

	NAME	TITLE	SIGNED/RECORDED
		1999 LEGAL DOCUMENTS - REMOVED	
8.	CANDICE FARON	PROFESSIONAL SERVICES AGREEMENT (SOCCER INSTRUCTOR)	1/6/99-NOT RECORDED
13.	JOYCE IANNARELLI	PROFESSIONAL SERVICES AGREEMENT (AEROBICS)	1/11/99-NOT RECORDED
14.	VELDA GILLETT	PROFESSIONAL SERVICES AGREEMENT (AEROBICS)	1/11/99-NOT RECORDED
18.	MATT O'BRIEN	PROFESSIONAL SERVICES AGREEMENT (ADULT HOCKEY)	1/16/99-NOT RECORDED
19.	MATT BRAUN	PROFESSIONAL SERVICES AGREEMENT (ADULT HOCKEY)	1/16/99-NOT RECORDED
20.	JASON ARTHUR	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL)	1/14/99-NOT RECORDED
21.	MICHAEL MAHONEY	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL REFEREE)	1/16/99-NOT RECORDED
23.	RICK EGELHOFF	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	1/28/99-NOT RECORDED
26.	LEANNE ALLEN	PROFESSIONAL SERVICES AGREEMENT (PERSONAL TRAINER/ WEIGHT INSTRUCTOR)	1/25/99-NOT RECORDED
27.	CHRISTOPHER MCCRACKEN	PROFESSIONAL SERVICES AGREEMENT (ROCK CLIMBING LEADER)	1/26/99-NOT RECORDED
28.	DAVE GUNN	PROFESSIONAL SERVICES AGREEMENT (ROCK CLIMBING LEADER)	1/28/99-NOT RECORDED
29.	TONY WHEELER	PROFESSIONAL SERVICES AGREEMENT (ADULT HOCKEY)	1/22/99-NOT RECORDED
59.	JOHN WENSINK	PROFESSIONAL SERVICES AGREEMENT (HOCKEY)	3/11/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
103.	BRITT REESE	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	3/27/99-NOT RECORDED
104.	BRAD KING	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	3/27/99-NOT RECORDED
118.	GEORGE SAWKES, III	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/20/99-NOT RECORDED
121.	JOE BURNS	PROFESSIONAL SERVICES AGREEMENT (SOFTBAL UMPIRE)	4/10/99-NOT RECORDED
122.	JEFF OETTERER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
123.	B.J. DUBRAY	PROFESSIONAL SERVICES AGREEMENT (ASSISTANT SWIM COACH)	5/1/99-NOT RECORDED
124.	KERRY BAUER	PROFESSIONAL SERVICES AGREEMENT (ASSISTANT SWIM COACH)	5/1/99-NOT RECORDED
125.	RANDY HOLLANDER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
126.	HOWARD J. CHRISTOPHER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
127.	VINCENT DELAGRANGE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
128.	ROBERT R. BERTHOLD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
129.	TIM BRADLEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
133.	JOHN W. GANTNER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
134.	VINCENT MUGHETTO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
135.	PAUL J. BOSCHERT, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
136.	JEFF JOHNSTON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
137.	BRIAN SCHUTLEHIMER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
138.	PAUL ESPINOZA	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
139.	CARLA SULZER	PROFESSIONAL SERVICES AGREEMENT (WATER AEROBIC INSTRUCTOR	4/21/99-NOT RECORDED
140.	KELLY CALLOWAY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
141.	GARY SPEAR	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
142.	WILLIAM A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
143.	RON SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
144.	DEBRA M. KNOWLTON	PROFESSIONAL SERVICES AGREEMENT (ASSISTANT SWIM COACH)	5/1/99-NOT RECORDED
145.	BETH DUBRAY	PROFESSIONAL SERVICES AGREEMENT (HEAD SWIM COACH-OUTDOOR)	5/1/99-NOT RECORDED
146.	KELLY BOEHMER	PROFESSIONAL SERVICES AGREEMENT (HEAD SWIM COACH-OUTDOOR)	5/1/99-NOT RECORDED
147.	SUSAN WHITE	PROFESSIONAL SERVICES AGREEMENT (ASSISTANT SWIM COACH-OUTDOOR)	5/1/99-NOT RECORDED
148.	KATHY KUNTZ	PROFESSIONAL SERVICES AGREEMENT (ASSISTANT SWIM COACH-OUTDOOR)	5/1/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
162.	SUZANNE KOELLNER	PROFESSIONAL SERVICES AGREEMENT (ASSISTANT SWIM COACH)	5/1/99-NOT RECORDED
165.	DOUGLAS WEISS	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
166.	CHRIS CLENDENIN	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
167.	SHANE HINES	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
168.	PHIL CESSNA	PROFESSIONAL SERVICES	3/21/99-NOT RECORDED
169.	GREG DOUGHERTY	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/25/99-NOT RECORDED
170.	BILL MACY	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
171.	SCOTT DAVIS	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	5/12/99-NOT RECORDED
172.	KEVIN PORTER	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	5/5/99-NOT RECORDED
173.	RIBERT P. TIEMAN	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
174.	NICK RALLO	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
175.	SEAN SCALISE	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
176.	KEVIN PROTER	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
177.	VICKI VETTER	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	5/4/99-NOT RECORDED
178.	PAUL GRAGG	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	5/13/99-NOT RECORDED
179.	MICHAEL J. DECLUE	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
180.	MARK LUMPA	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
181.	JENNIFER REED	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
182.	CHRISTOPHER SCOTT	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
183.	GARY GOLDSMITH	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
184.	PAUL HEIMANN	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
185.	TONY TOCCO	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
186.	DON WELKER	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	4/21/99-NOT RECORDED
187.	KYLE SALVO	PROFESSIONAL SERVICES AGREEMENT (ROCK CLIMBING LEADER)	5/17/99-NOT RECORDED
188.	PHIL RANDAZZO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	5/10/99-NOT RECORDED
189.	BARB KAATMAN	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	5/4/99-NOT RECORDED
190.	KAREN REED	PROFESSIONAL SERVICES AGREEMENT (ROCK CLIMBING LEADER)	5/26/99-NOT RECORDED
194.	TODD E. WOLFRAM	PROFESSIONAL SERVICES AGREEMENT	4/7/99-NOT RECORDED
208.	JOHN DEMPSEY, JR.	PROFESSIONAL SERVICES AGREEMENT	4/14/99-NOT RECORDED
209.	JACOB WADE HERGENROTHER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	5/17/99-NOT RECORDED
212.	BRYAN SUTTORY	PROFESSIONAL SERVICES AGREEMENT T-BALL	5/10/99-NOT RECORDED
224.	JACQUE TATARO	PROFESSIONAL SERVICES AGREEMENT (AEROBICS)	6/2/99-NOT RECORDED
231.	MELINDA MILEWCZIK	PROFESSIONAL SERVICES AGREEMENT (T-BALL INSTRUCTOR)	5/4/99-NOT RECORDED
232.	SANDY GINALICK	PROFESSIONAL SERVICES5 AGREEMENT (T-BALL INSTRUCTOR)	/5/99-NOT RECORDED
233.	CHARLES CLARKE	PROFESSIONAL SERVICES AGREEMENT (T-BALL INSTRUCTOR)	5/5/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
234.	MARK O'MARA	PROFESSIONL SERVICES AGREEMENT (SOFTBALL UMPIRE)	5/27/99-NOT RECORDED
235.	MICHAEL CALDWELL	PROFESSIONAL SERVICES AGREEMENT (T-BALL INSTRUCTOR)	5/6/99-NOT RECORDED
247.	DON KROME	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	5/1/99-NOT RECORDED
248.	ROBIN GEGG	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	6/8/99-NOT RECORDED
249.	TERRY P. ROEVER	PROFESSIONAL SERVICES	4/7/99-NOT RECORDED
250.	BRAD CLARK	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL)	6/9/99-NOT RECORDED
253.	VICKI KORN	PROFESSIONAL SERVICES AGREEMENT (PRECISION)	6/16/99-NOT RECORDED
257.	STEVE FAIR	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	6/16/99-NOT RECORDED
259.	RICHARD RODGERS	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	5/6/99-NOT RECORDED
260.	ANGELA MADDEN	PROFESSIONAL SERVICES AGREEMENT (AEROBICS)	6/15/99-NOT RECORDED
265.	LOIS JACKSON	PROFESSIONAL SERVICE AGREEMENT (MIDWEST HIDTA PROGRAM)	6/21/99-NOT RECORDED
268.	JENNIFER PARTEE	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	6/2/99-NOT RECORDED
275.	JENNIFER PARTEE	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/14/99-NOT RECORDED
276.	BILL STEWART	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/13/99-NOT RECORDED
277.	PATTY FAERBE	RPROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/6/99-NOT RECORDED
289.	GEORGE E. CATER, IV	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
290.	CURT BROCKMAN	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
291.	SCOTT L. BIRK	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
292.	STEVE YOUNG	PROFESSIONAL SERVICES	7/7/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
		AGREEMENT (T-BALL)	
293.	MICHAEL E. BARNETT	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
294.	STEPHEN A. RILEY, III	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/8/99-NOT RECORDED
307.	MARK COOPER	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/9/99-NOT RECORDED
308.	RODNEY FRANEY	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
309.	WILLIAM S. MCBRIDE	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
310.	RHONDA BERBLINGE	RPROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
311.	KEITH DUEMLER	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
312.	FRANK MCEWEN	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
313.	KEVIN RINER	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
314.	ANTHONY BARTOLI	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/7/99-NOT RECORDED
321.	LISA PERKINS	PROFESSIONAL SERVICES AGREEMENT (TINY TOT ADVENTURE)	6/9/99-NOT RECORDED
322.	MATT TRITZ	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	6/24/99-NOT RECORDED
323.	DONALD BAKER, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	6/28/99-NOT RECORDED
324.	DOUGLAS J. RADA	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	5/5/99-NOT RECORDED
325.	KATHY FOX	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	6/1/99-NOT RECORDED
326.	FRED LAYTON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	6/1/99-NOT RECORDED
332.	BRIAN LAMKEMEYER	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/9/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
333.	MELINDA S. MILEWCZIK	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/20/99-NOT RECORDED
345.	MICHAEL KISSELL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
346.	MARK THOMAS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
347.	STEVE BRUEMMER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	7/20/99-NOT RECORDED
348.	WALTER J. SZCZESNY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	7/15/99-NOT RECORDED
349.	MIKE ORLANDO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	7/15/99-NOT RECORDED
358.	DENNIS MAY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED
359.	CHRIS T. STUDARDS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	8/17/99-NOT RECORDED
360.	RICK THOMAS	PROFESSIONAL SERVICES AGREEMENT (CARDIO KICKBOXING)	7/14/99-NOT RECORDED
365.	COLLEEN SMITH	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL OFFICIAL)	8/18/99-NOT RECORDED
366.	SCOTT WHITEMAN	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/15/99-NOT RECORDED
367.	TAMMY M. ANGRISANI	PROFESSIONAL SERVICES AGREEMENT (PERSONAL TRAINER/WEIGHT INSTRUCTOR)	8/17/99-NOT RECORDED
368.	AMI MARIE KUNZA-SCHULTE	PROFESSIONAL SERVICES AGREEMENT (PERSONAL TRAINER/WEIGHT INSTRUCTOR)	8/13/99-NOT RECORDED
370.	WILLIAM J. DUSENBERRY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE)	4/7/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
389.	GARY SINECKI	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	8/31/99 -NOT RECORDED
390.	KEVIN REYNOLDS	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKTBALL OFFICIAL)	8/28/99-NOT RECORDED
391.	CAROL NIEDERSCHMIDT	PROFESSIONAL SERVICES AGREEMENT (AEROBICS)	8/30/99- NOT RECORDED
405.	LEAH GRANAAS	PROFESSIONAL SERVICES AGREEMENT (DANCE & TUMBLING)	9/2/99 - NOT RECORDED
409.	CHRIS CRUM	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	9/8/99 - NOT RECORDED
410.	ROBERT PORTER	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	9/8/99 - NOT RECORDED
413.	STEVE KAVER	PROFESSIONAL SERVICES AGREEMENT (SOCCER INSTRUCTOR/SUPERVISOR)	9/6/99 - NOT RECORDED
415.	JOHN ATCHISON	PROFESSIONAL SERVICE AGREEMENT (INSTRUCTOR FOR SPECIAL CLASS ON FACE PAINTING)	9/7/99 - NOT RECORDED
416.	KATHY VONCLOEDT	PROFESSIONAL SERVICE AGREEMENT (YOUTH BASKETBALL OFFICIAL)	9/6/99 - NOT RECORDED
417.	DOUGLAS J. RADA	PROFESSIONAL SERVICE AGREEMENT (YOUTH BASKETBALL OFFICIAL)	8/31/99 -NOT RECORDED
446.	SCOTT KAISER	PROFESSIONAL SERVICES AGREEMENT (MEN'S/YOUTH BASKETBALL OFFICIAL)	9/7/99 - NOT RECORDED
451.	DAVE MCCRARY	PROFESSIONAL SERVICES AGREEMENT (HEAD COACH)	10/6/99 -NOT RECORDED
459.	CANDICE FARON	PROFESSIONAL SERVICES AGREEMENT (SOCCER INSTRUCTOR)	10/10/99-NOT RECORDED
461.	STEVEN FAIR	PROFESSIONAL SERVICES AGREEMENT (T-BALL)	7/21/99-NOT RECORDED
462.	DAVID GAINES	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	9/23/99 -NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
463.	JOE KUBIK	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	10/4/99-NOT RECORDED
464.	GREG CALLIHAN	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	10/7/99-NOT RECORDED
470.	RORY REYNOLDS	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	9/6/99 - NOT RECORDED
471.	WAYNE SHEVEY	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	9/27/99 -NOT RECORDED
476.	JACK EDELMAN	PROFESSIONAL SERVICES AGREEMENT (SPECIAL EVENTS)	10/18/99-NOT RECORDED
477.	REBECCA HERNANDEZ	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL OFFICIAL)	10/5/99-NOT RECORDED
478.	BRIAN WARNER	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	10/20/99-NOT RECORDED
479.	FELIPE HERNANDEZ	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL OFFICIAL)	10/16/99-NOT RECORDED
486.	DAVID WILKINS	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	10/9/99-NOT RECORDED
487.	LEANNE ALLEN	PROFESSIONAL SERVICES AGREEMENT (PERSONAL TRAINER)	10/14/99-NOT RECORDED
488.	DAWN JACKSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL PITCHING CLINIC INSTRUCTOR)	10/14/99-NOT RECORDED
489.	KEITH CISSELL	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	10/14/99-NOT RECORDED
490.	GABRIEL WESSON	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL OFFICIAL)	9/1/99 - NOT RECORDED
491.	GREG EDINGER	PROFESSIONAL SERVICES AGREEMENT (YOUTH	10/9/99-NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
		BASKETBALL OFFICIAL)	
492.	DORIAN E. HOBBS	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL)	10/5/99-NOT RECORDED
521.	FT. ZUMWALT SOUTH HOCKEY CLUB	REC-PLEX USE AGREEMENT PERMIT #1643	9/1/99 - NOT RECORDED
522.	ST. CHARLES WEST HOCKEY CLUB	REC-PLEX USE AGREEMENT PERMIT #1645	8/31/99 -NOT RECORDED
523.	FRANCIS HOWELL CENTRAL HOCKEY CLUB	REC-PLEX USE AGREEMENT PERMIT #1644	8/30/99 -NOT RECORDED
524.	FRANCIS HOWELL NORTH HOCKEY CLUB	REC-PLEX USE AGREEMENT PERMIT #1639	8/30/99 -NOT RECORDED
525.	FRANCIS HOWELL HOCKEY CLUB	REC-PLEX USE AGREEMENT PERMIT #1393	8/30/99 -NOT RECORDED
526.	ST. PETERS FIGURE SKATING ASSOCIATION	REC-PLEX USE AGREEMENT PERMIT #1646	9/1/99 - NOT RECORDED
530.	WAYNE WILLIAM HUCKSHOLD	PROFESSIONAL SERVICES AGREEMENT (ASSISTANT SWIM COACH)	11/22/99-NOT RECORDED
531.	RHODA J. SERRURIER	PROFESSIONAL SERVICES AGREEMENT (ASSISTANT SWIM COACH)	11/23/99-NOT RECORDED
533.	CARALYN GEVERS	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL COACH)	11/17/99-NOT RECORDED
541.	DENNIS JONES	PROFESSIONAL SERVICE AGREEMENT (NEW YEARS EVE ENTERTAINMENT AT REC-PLEX)	11/8/99-NOT RECORDED
561.	STEPHANIE BECKMAN	PROFESSIONAL SERVICES AGREEMENT (CARDIO-KICKBOXING)	11/1/99-NOT RECORDED
562.	JENNIFER RYND	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL OFFICIAL)	11/3/99-NOT RECORDED
565.	RICH HOFFMAN	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	10/23/99-NOT RECORDED
566.	KEITH MACK	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	10/29/99-NOT RECORDED
567.	KIMBERLY N. ALLEN	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL	11/1/99- NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
		OFFICIAL)	
568.	ERIC EDINGER	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	10/23/99-NOT RECORDED
569.	ROBBY MACK	PROFESSIONAL SERVICES AGREEMENT (YOUTH BASKETBALL OFFICIAL)	10/23/99-NOT RECORDED
657.	ANTHONY WHEELER	PROFESSIONAL SERVICES AGREEMENT HOCKEY OFFICIAL	12/12/99 - NOT RECORDED
658.	MATT O'BRIEN	PROFESSIONAL SERVICES AGREEMENT HOCKEY OFFICIAL	12/5/99 - NOT RECORDED
659.	MATT BRAUN	PROFESSIONAL SERVICES AGREEMENT (HOCKEY OFFICIAL)	12/13/99 - NOT RECORDED
660.	JOHN CARRON	PROFESSIONAL SERVICES AGREEMENT (HOCKEY OFFICIAL)	12/5/99 - NOT RECORDED
665.	THE LINDELL HILL GROUP	PROFESSIONAL SERVICE AGREEMENT (MUSICAL GROUP) (FOR NEW YEAR'S EVE CELEBRATION 12/31/99)	12/3/99 - NOT RECORDED
666.	VELENA PORTNOY	PROFESSIONAL SERVICE AGREEMENT EVE CELEBRATION 12/31/99)	12/20/99 - NOT RECORDED
667.	ROBYN HARTLEY	PROFESSIONAL SERVICE AGREEMENT (CHOREOGRAPHER NEW YEAR'S EVE CELEBRATION 12/31/99)	12/20/99 - NOT RECORDED
669.	JOHN ATCHISON	PROFESSIONAL SERVICE AGREEMENT (NEW YEAR'S EVE ENTERTAINMENT 12/31/99)	12/3/99 - NOT RECORDED
682.	VAAL HALL	PROFESSIONAL SERVICES AGREEMENT (T-BALL COACH)	5/1/99 - NOT RECORDED
683.	FRANK BENT	PROFESSIONAL SERVICES AGREEMENT (SOCCER INSTRUCTOR)	10/25/99 - NOT RECORDED
690.	WESLEY SIMMONS	PROFESSIONAL SERVICES AGREEMENT (ROCK WALL CLIMBING ASSISTANT)	11/18/99 - NOT RECORDED
691.	BRAD KIMES	PROFESSIONAL SERVICES AGREEMENT (ROCK WALL CLIMBING ASSISTANT)	11/19/99 - NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
698.	DANIELLE OTTINGER	PROFESSIONAL SERVICE AGREEMENT (DANCE DIRECTOR NEW YEAR'S EVE 12/31/99)	12/20/99 - NOT RECORDED
699.	GARY W. BRANDES	PROFESSIONAL SERVICE AGREEMENT (MUSICAL DIRECTOR NEW YEAR'S EVE 12/31/99)	12/20/99 - NOT RECORDED
700.	GARY W. BRANDES	PROFESSIONAL SERVICE AGREEMENT (MUSICIAN NEW YEAR'S EVE 12/31/99)	12/20/99 - NOT RECORDED
701.	PAM ROUSSIN	PROFESSIONAL SERVICE AGREEMENT (PIANIST NEW YEAR'S EVE 12/31/99)	12/7/99 - NOT RECORDED
709.	LISA WILLIAMSON	PROFESSIONAL SERVICE AGREEMENT (SINGER FOR 1/14,2000)	12/29/99 - NOT RECORDED
710.	TIM RITCHIE	PROFESSIONAL SERVICE AGREEMENT (SINGER FOR 1/14/2000)	12/29/99 - NOT RECORDED
711.	REBECCA SCHAAF	PROFESSIONAL SERVICE AGREEMENT (SINGER FOR NEW YEAR'S EVE 12/31/99)	12/31/99 - NOT RECORDED
712.	KATHERINE HITCHCOCK	PROFESSIONAL SERVICE AGREEMENT (SINGER FOR 1/14/2000)	12/31/99 - NOT RECORDED