



TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE
ST. PETERS, MO 63376
MAY 12, 2016 AT 5:00 P.M.

- A. Communications from Board Members/Aldermanic Representatives
- B. BOA Items for Discussion
 - 1. [Discussion/Code Amendment to Restrictions on Use of Memorial Sites](#) – Shea
 - 2. [Discussion/No Parking on Blue Water Drive](#) – Thomas
- C. Mayor/City Administrator Item
 - 1. [Mid Rivers Mall Drive Multi-Use Path TAP Agreement](#) – Batzel
 - 2. [Amendment to Engineering Agreement for West Dr Basin /Jungermann Rd Project](#) – Batzel
 - 3. [Bid Recommendation/ Rec-Plex Drop Off and Parking Lot Improvement Project](#) – Oloteo
 - 4. [Community Development Block Grant Update](#) – Heckart
 - 5. Sunset Fridays Update – Bedian
 - 6. [Secretary of State/Records Retention Schedule](#) – Smith
 - 7. Miscellaneous Updates – Charnisky
 - o Prop Q Update – Bedian
 - 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: May 9, 2016
By: P. Smith, City Clerk

Next Work Session: May 26, 2016

RBA FORM (OFFICE USE)

MEETING DATE: 5-12-16

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Alderman**

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

Brief Description: Discussion/Proposed Code Amendment to Sec. 240.110
Regarding Restrictions on Use of Memorial Sites

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

Summary/Explanation:

I would like to discuss a proposed code amendment that would include a restriction on the placement of any sign within 130 feet/40 meters of a Memorial Structure located in the City. Please see the attached current copy of Section 240.110 Restrictions on Use of Memorial Sites and Chapter 405: Zoning and Subdivision Regulations Section 405.750 Temporary Signs.

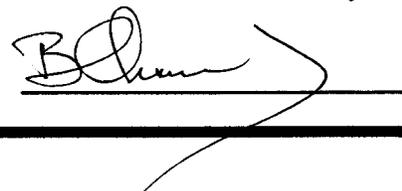
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Alderman Michael Shea



C.A. William P. Charnisky



City of St. Peters, MO
Thursday, April 7, 2016

Chapter 240. Parks and Recreation

Article II. Regulations

Section 240.110. Restrictions On Use of Memorial Sites.

[Ord. No. 5090-A §1, 10-9-2008]

A. *Definitions.* For the purpose of this Section, the following terms shall have the prescribed meanings:

MEMORIAL SITE

Any site designated by the City to be a place of honor, remembrance, and as a tribute to the men and women who have served and sacrificed for our community, State and nation.

PROHIBITED ACTIVITY

Means and includes the following:

1. Riding or operating any wheeled vehicle or device, including skateboards, scooters, bikes, roller skates, or rollerblades within a sixty (60) foot radius from the center of a memorial site, excluding the portion of any sidewalk abutting a public roadway, but in no event shall the riding or operation of any wheelchair or other wheeled vehicle necessary to assist the physically handicapped be deemed a prohibited activity;
2. Allowing any pet or domestic animal within a sixty (60) foot radius from the center of the memorial site, excluding the portion of any sidewalk abutting a public roadway, but in no event shall the use of a service dog necessary to assist the physically handicapped be deemed a prohibited activity; or
3. Damaging or defacing a memorial site.

B. It shall be unlawful for any person to commit a prohibited activity.

SECTION 405.750. TEMPORARY SIGN

Any sign of a civic, political, charitable, religious or commercial purpose and relating to a specific civic, political, charitable, religious, or commercial event including garage and yard sales, which event is not continuous or a frequent occurrence.

B.

Public Safety. No temporary sign or other sign permitted by this Section, shall be placed or erected so as to prevent ready access to any window, door, passageway, or fire escape, nor shall any temporary sign be placed on private property in such a manner as specified in the zoning ordinance of the City so as to constitute a hazard to motor vehicles and pedestrian traffic, or obscure the view of motor vehicle operators or pedestrians.

C.

Secure Fastening Of Signs. All temporary signs and other signs permitted by this Section shall be securely fastened to a post in the ground or anchored to the ground by an adequate wire or cable or wooden braces.

D.

Presumption As To Ownership Of Sign. Any person, persons, firm, corporation, or partnership promoting the event, candidate, proposition or commercial event, or providing direction, promoted by a temporary sign, or other sign permitted by this Section, shall be presumed to be the owner of such sign, provided however, this presumption shall be rebuttable. All temporary signs, except as otherwise noted, shall be located on the site of the subject business or event being advertised.

E.

Signs On City Right-Of-Way And City Property.

1.

No person, firm, corporation, partnership or committee shall erect any garage/yard sale sign, real estate sign, residential construction project sign, church directional sign, political signs, or any other temporary or permanent sign on any public right-of-way or any City property of the City of St. Peters except the City of St. Peters, its departments, agencies, contractors or subcontractors, the County of St. Charles and the State of Missouri except as follows:

a.

Within the public right-of-way within one hundred (100) feet of a polling place for public election where such temporary sign supports or opposes a proposition or candidate being voted on at such election, and then such signs may be placed in the public right-of-way only on the day of such election.

b.

A civic or organizational event, charitable function, or fund-raising activity, and then such sign may be placed in the public right-of-way only on the day prior to and the day of the event.

2.

Such signs as mentioned in Subsections **(E)(1)(a — b)** above shall not constitute a hazard to the traveling or pedestrian public, nor shall they be affixed to any structure in the right-of-way.

RBA FORM (OFFICE USE)

MEETING DATE: May 12, 2016

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

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

Brief Description: An ordinance to authorize the City Administrator to install signs prohibiting on-street parking, at all times, along the north and south sides of Blue Water Drive, from Belleau Creek Road to the east boundary line of 103 Blue Water Drive.

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

Summary/Explanation:

The Board of Directors for Laurel Springs subdivision has requested on-street parking be prohibited at all times along the north and south sides of Blue Water Drive, from Belleau Creek Road to the east boundary line of 103 Blue Water Drive. Currently parking is prohibited on the south side of Blue Water Drive only (the entry lane of the subdivision). The Blue Water Drive intersection with Belleau Creek Road is the only way in and out of the subdivision. The Board states any vehicles parked near the subdivision entrance create a safety and congestion concern for its residents.

St. Peters City Code requires Board of Aldermen approval to prohibit parking along both sides of a city street greater than twenty (20') wide. Blue Water Drive is 26' wide.

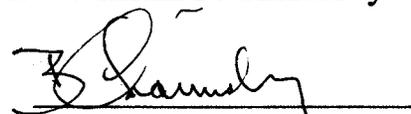
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

The estimated cost to install appropriate no parking signs is \$200.00, which will come from funds budgeted as part of the FY 2016 Repair and Maintenance of Street Signs account within the Transportation Trust Fund

RBA requested by: Dave Thomas

CA: William P. Charnisky







BLUE WATER DRIVE
AREA OF PROPOSED
NO PARKING



NO
PARKING
ANY TIME
HERE TO
CORNER
←

OUTLET

NO STOPPING

334





RBA FORM (OFFICE USE)

MEETING DATE: May 12, 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 Mid Rivers Mall Drive Multi-Use Path Bridge Project (Federal Project No. TAP-7305(616)).

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 the construction of a ten (10') foot wide multi-use path, from Cottleville Parkway to Dye Club Road. This project will include all construction costs for the path including grading, bridge widening and barrier relocation, concrete path construction, ADA and related traffic signal 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.

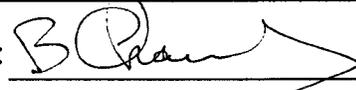
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Execution of this ordinance and agreement will allow the City of St. Peters to be eligible to receive 80% reimbursement, up to \$257,636, for eligible multi-use path construction expenses. This project is a component of the St. Charles County Road Board funded Mid Rivers Mall Drive Corridor Improvement Project, budgeted for construction as part of the FY 2017 Transportation Trust Fund. Based on the current engineer's estimate, the cost to St. Peters will be as follows:

Federal:	\$257,636.00 (11%)
SCC:	\$1,881,200.00 (80%)
City:	\$184,957.00 (9%)
Total:	\$2,323,793.00

RBA requested by: Russ Batzel



CA: B. P. [Signature]



CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 02/16 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 7305 (616)
Award Year: (2017)
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Mid Rivers Mall Drive 10' Wide Multi Use Path from Cottleville Parkway to Dye Club Road.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

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

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

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

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

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

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

furtherance of the performance of this Agreement.

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

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

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

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, 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, creed, 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 (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission 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.

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

(9) 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.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

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

(12) 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.

(13) 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 this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) 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. The federal share for this project will be 80 percent not to exceed \$257,636. 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.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

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

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of

the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (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.

(23) 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.

(24) 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.

(25) FINAL AUDIT: The Commission may, in its sole discretion, 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.

(26) OMB AUDIT: 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.

(27) 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.

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

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ST. PETERS

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

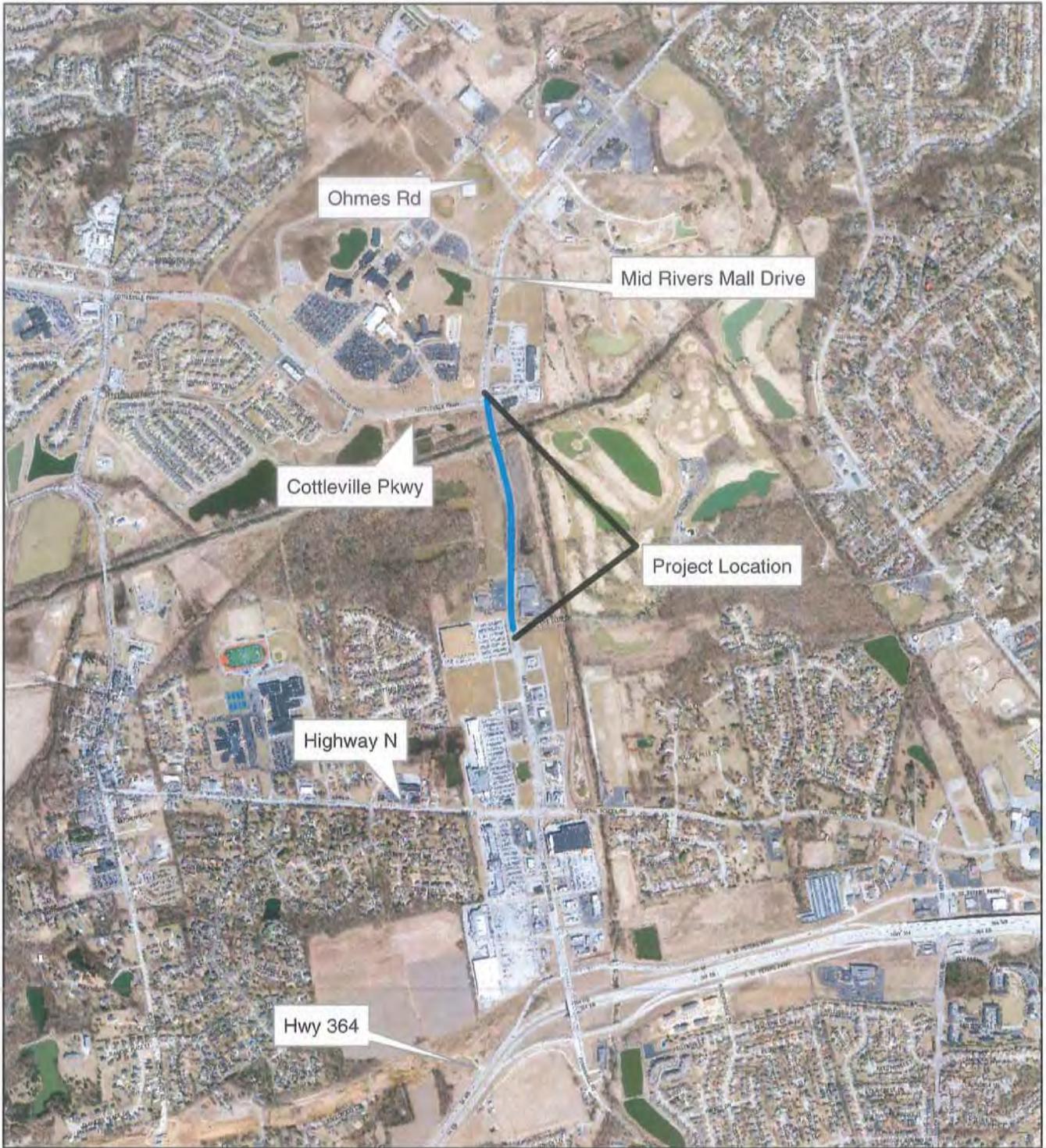
Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____



Mid Rivers Mall Drive Multi-Use Path Project Location Map



Exhibit B – Project Schedule

Project Description: TAP-7305(616), Mid Rivers Mall Drive 10' Wide Multi-Use Path

Task	Date
Date funding is made available or allocated to recipient	10/1/17
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/31/16
Plans, Specifications & Estimate (PS&E) Submittal	11/1/16
Plans, Specifications & Estimate (PS&E) Approval	11/30/16
Advertisement for Letting	12/31/16
Bid Opening	3/1/17
Construction Contract Award or Planning Study completed (REQUIRED)	3/31/17

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

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date is not approximate and a Supplemental Agreement is required to modify this date.

**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 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 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: May 12, 2016
Regular () Work Session (X)
ATTACHMENT: YES (X) NO ()
Contract () Ordinance (X) Other (x)

**Request for Board Action
By Staff**

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

Brief Description: An ordinance to authorize the City Administrator to execute a contract amendment with Geosyntec Consultants for Phase II professional design services for the West Drive Basin / Jungermann Road Flood Improvement Project P-22 / 23.

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

Summary/Explanation:

City staff is recommend amending the professional services agreement with Geosyntec Consultants to complete phase II design services to prepare bid documents for the West Drive Basin / Jungermann Road Flood Improvement Project, P-22 / 23. See attached memo.

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

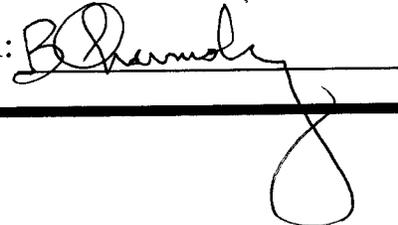
Execution of this amendment will obligate \$441,568 for the phase II design services to prepare bid documents for the West Drive Basin / Jungermann Road Flood Improvement Project P-22 / 23.

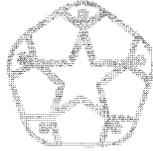
Funds for these projects will come from the Local Parks and Stormwater Fund budget.

RBA requested by: Russ Batzel



CA:





CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BILL CHARNISKY, CITY ADMINSTRATOR
FROM: RUSS BATZEL, MANAGER/PWS *RB*
SUBJECT: ENGINEERING SERVICES AGREEMENT AMMENDMENT –
GEOSYNTEC CONSULTING
DATE: MAY 5, 2016
CC:

Recommendation: I recommend proceeding with Phase II engineering services with Geosyntec Consulting for the West Drive Basin & Jungermann Road Flooding Improvement Project P-22 / 23 in the amount of \$441,568 to complete the design and prepare bid documents.

Background:

On August 13, 2015 the City approved Ordinance 6388 to retain Geosyntec Consulting to perform Phase I engineering services to develop conceptual designs for the West Drive Basin & Jungermann Road Flooding Improvement Project P-22 / 23. The Phase I Conceptual Design Report identified six (6) projects that could be constructed in three phases that will address the flooding on Jungermann Road and improve water quality in the watershed. The projects include:

1. **New Parallel Storm Sewer System:** Construction of approximately 2,000 feet of new storm water sewer system on the west side of Jungermann Road to collect drainage and divert it from the undersized drain pipes on the east side of Jungermann Road.
2. **West Drive Basin Modifications:** Construct modifications to the basin outfall structure to increase storage capacity and install forebays and wetland edge plantings for water quality improvements.
3. **Culvert Replacement & Stormwater Park Development at Boone Hills Drive:** Develop plans for new culvert to carry flow from the drainage system on the east side of Jungermann Road. Develop a stormwater detention basin within a new storm water park to receive and attenuate flow from the new storm sewer system located on the west side of Jungermann Road and from Boone Hills Drive. The

project includes removal of the existing 108-inch diameter corrugated metal pipe located in the existing stream channel.

4. Jungermann Road Pipe Rehabilitation: Repair sections of existing 84-inch to 108-inch storm water pipe on the east side of Jungermann Road from the Boone Hills intersection to Brentmoor. After repairs are complete, the corrugated metal pipe sections will be lined to improve integrity and flow characteristics.
5. Stream Channel Improvements: Improve 1,100 feet of channel and install grade control structures between West Drive and Brentmoor.
6. Tributary Channel Improvements: Improve sections of three tributary channels to the West Drive Detention Basin.

It is recommended that the projects proceed forward based on the concepts that were developed and presented in the Phase I Conceptual Design Report. Geosyntec prepared a proposal to complete this design work and prepare construction bid documents for the six phases of the West Drive Basin & Jungermann Road Flooding Improvement Project P-22 / 23. Final design services for Project P-22 / 23 are estimated at \$441,568.

RBA FORM (OFFICE USE)

MEETING DATE: May 12, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By Staff**

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

Brief Description: An ordinance to authorize the City Administrator to enter in to a contract to construct the Rec-Plex Drop Off and Parking Improvements project.

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

Summary/Explanation:

Please refer to the attached recommendation memo dated May 4, 2016.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
The FY 2016 Local Parks and Storm Water budget for this project is \$800,000. With approval of this recommendation, and after accounting for previously completed design services and estimated cost of re-vegetation and landscaping to be performed by City staff, the total cost of the project will be \$860,739.00. A \$60,739.00 budget adjustment will be required.

RBA requested by: Rick Oloteo  CA. 





CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: WILLIAM P. CHARNISKY, CITY ADMINSTRATOR
FROM: RICK OLOTEO, DIRECTOR OF RECREATION 
SUBJECT: REC-PLEX DROP OFF AND PARKING IMPROVEMENTS (BID 16-158)
BID RECOMMENDATION
DATE: MAY 4, 2016
CC: BETH FRENCH, DIRECTOR OF FINANCE

Recommendation: I recommend the Rec-Plex Drop Off and Parking Improvements Project (Bid 16-158) be awarded to the low, responsive and responsible bidder, Knoebel Construction, Incorporated, of Fenton, MO. Approval of this recommendation will authorize the award of a contract in the initial amount of \$739,739.00.

The FY 2016 Local Parks and Storm Water budget for this project is \$800,000. With approval of this recommendation, and after accounting for previously completed design services and estimated cost of re-vegetation and landscaping to be performed by City staff, the total cost of the project will be \$860,739.00. The additional funds required to complete the project are recommended to come from the FY 2016 Local Parks and Storm Water fund as part of a future budget adjustment.

Background: On May 3, 2016, four (4) bids were received and opened for the Rec-Plex Drop Off and Parking Improvements project (Bid 16-158). The project will improve the Rec-Plex entry for vehicles and pedestrians by constructing a larger lay by area, additional site access to and from Mexico Road, ADA compliant parking near the Rec-Plex Building and other parking lot improvements.

Knoebel Construction, Incorporated of Fenton, MO, submitted the lowest, responsive and responsible bid of \$739,739.00. Knoebel's bid is 27% lower than the second low bid received from NB West Contracting of St. Louis, MO, and 28% lower than the average of the bids received.

Knoebel Construction has been in business for over 30 years specializing in general construction, construction management and design/build projects related to school, church, retail, office and commercial developments. The company has successfully completed a variety projects locally and nationally, ranging in value from \$300,000 to \$15,000,000. Staff spoke with Knoebel's president, the listed subcontractors and listed references on the bid proposal. Based on city staff review, Knoebel has the staff, resources and experience necessary to complete the Rec-Plex Drop Off and Parking Improvements Project as specified.

On the following page is a summary of the bids received:

Bid Summary
Rec-Plex Drop Off and Parking Improvements
(Bid No. 16-158)

<u>Bidder</u>	<u>Total</u>
Engineer's Opinion of Probable Cost	\$731,395.08
Knoebel Construction, Inc., Fenton, MO	\$739,739.00
NB West Contracting, Brentwood, MO	\$942,492.00
Tramar Contracting, Inc., St. Charles, MO	\$1,037,000.00
Integra, Inc., St. Charles, MO	\$1,068,000.00

RBA FORM (OFFICE USE)

MEETING DATE: May 12, 2016

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: Community Development Block Grant (CDBG) update

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

Summary/Explanation: CDBG update on St. Peters accomplishments as a participating jurisdiction within the St. Charles Urban County. Discussion and request for approval to proceed with re-qualification as a participating jurisdiction within the St. Charles Urban County for 2017-2019.

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

Budgeted

RBA requested by: Amy Heckart

Amy Heckart

CA: *B. Ramsey*

RBA FORM (OFFICE USE)

MEETING DATE: May 12, 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.

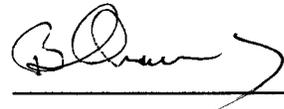
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Patty Smith, City Clerk

CA: William P. Charnisky







City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Page 1 of 2

Department Name: HES - Recycle City		Total # of Boxes: 6
Department Records Coordinator: Jeanette Turnbaugh		
Date: 03/02/16	Office Address: 131 Ecology Drive St. Peters, MO 63376	Telephone: x 1471

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: <i>Jeanette Turnbaugh</i>	Date: 3-2-16	Date of Records Destruction: 3/31/16
Group Manager: <i>[Signature]</i>	Date: 3.7.16	Destruction Method: Shredding <input checked="" type="checkbox"/> <i>deposit slips</i> Discard <input checked="" type="checkbox"/> <i>all other</i> Outside Vendor <input type="checkbox"/>
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: <i>Patty Smith</i>	Date: 3/11/16

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
RC13-1	GS-008	Daily Deposit records, daily cash tender reports, daily scale activity reports - Finance is Office of Record	Apr - Dec 2013	Upon completion of audit	P
RC13-2	GS-008	Daily Scale Tickets (date, vehicle weight in and out, type of customer /material and fee)	Jan - Jun 2013	Upon completion of audit	P



City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Department Name: HES - Animal Control		Total # of Boxes: 1
Department Records Coordinator: Jeanette Turnbaugh		
Date: 03/18/16	Office Address: 131 Ecology Drive St. Peters, MO 63376	Telephone: x1471

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: <i>J. Turnbaugh</i>	Date: 3-21-16	Date of Records Destruction: 4/28/16
Group Manager: <i>D. J. [Signature]</i>	Date: 3-22-16	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
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: <i>Patricia E. Smith</i>	Date: 4/8/16

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
AC13-1	0102	Pick up slips for animals picked up as stray or surrendered by owner	Jan - Dec 2013	2 years	P
AC13-1	0104 35012	Letters to owners - notify that the animal is in our possession, incl. date, location, registration, hold period and instructions to claim animal	Jan - Dec 2013	2 years 1 yr	P



City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

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Department Name: SSS/Administration		Total # of Boxes:
Department Records Coordinator: Robbie Kimes		
Date: 04/14/16	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: <i>Robbie Kimes</i>	Date: 4-14-16	Date of Records Destruction: 4/19/16
Group Manager: <i>Tim Wilkinson</i>	Date: 4/15/16	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
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: <i>Patricia Edmund</i>	Date: 4/15/16

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 2005 Legal Documents - all Professional Services Agreements for the Recplex. (May include Recplex Use Agreements for Ice Arenas)	2005	3 years after expiration of agreements	P
N/A	GS-040	CDBG Grant Files - Home Owners Agreements, Deed of Trust & Full Deed of Release for all 2005 CDBG Program Participants (includes any Home Help Program, Homeownership, or Emergency Repair Participants in 2005)	2005	5 year Loan + 3 year retention	P

BOOK 35

NAME	TITLE	SIGNED/RECORDED	
<u>2005 LEGAL DOCUMENTS - REMOVED</u>			
10.	BRETT BROWNLEE	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL 01/05 – 01/06)	01/06/05 – NOT RECORDED
15.	VICKI VOJAK	PROFESSIONAL SERVICES AGREEMENT (REC-PLEX TRIATHLON 1/15/05 – 11/30/05)	01/25/05 – NOT RECORDED
30.	DONALD ADAIR	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE SKATING INSTRUCTION 2/05 – 2/06)	02/21/05 – NOT RECORDED
31.	JIM LILLARD	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL 02/05 – 03/06)	02/15/05 – NOT RECORDED
85.	RICHARD WEINFLIG	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
86.	EILY M. CUMMINGS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	04/06/05 – NOT RECORDED
87.	JEFFREY M. BURLE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/17/05 – NOT RECORDED
88.	RON SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/21/05 – NOT RECORDED
89.	MIKE KAHNEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
90.	MICHAEL HAMANN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
91.	RANDY HOLLANDER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	04/06/05 – NOT RECORDED
92.	BRIAN SCHULTEHENRICH	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	04/05/05 – NOT RECORDED
93.	CHRISTOPHER GOVERO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	04/06/05 – NOT RECORDED
94.	D. J. PALAZZOLO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/17/05 – NOT RECORDED
95.	RYAN RIGBY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
96.	DAVID J. WIECHENS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
97.	TIMOTHY BATEMAN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/17/05 – NOT RECORDED
98.	JAMES G. GUDJER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
99.	RONALD N. CHUMBLEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
100.	DONALD J. BAKER, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED

BOOK 35

	NAME	TITLE	SIGNED/RECORDED
101.	JOHN LEE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
102.	RICHARD W. BOYER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
103.	ART MERCER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/01/05 – NOT RECORDED
104.	MARK O'MARA	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
105.	WILLIAM A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
106.	BRIAN RANDANT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
107.	RICK FERGUSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	03/13/05 – NOT RECORDED
108.	WILLIE CLARK	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05- 12/06)	03/13/05 – NOT RECORDED
109.	GEORGE HAWKES, III	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
110.	BENJAMIN C. EALICK	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
111.	KURT SCATURRO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/14/05 – NOT RECORDED
112.	MICHAEL G. DALPINI	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
113.	ELLEN PARKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
114.	MARK A. THOMAS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/17/05 – NOT RECORDED
115.	TONY FARRELL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
116.	JOE OCOIN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 –12/06)	03/15/05 – NOT RECORDED
117.	DARYL KEITH MOORE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
118.	VINCENT M. MUGHETT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
119.	PAUL J. BOSCHERT, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/13/05 – NOT RECORDED
120.	STEVE BRUEMMER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
121.	JOHN W. GANTNER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	02/17/05 – NOT RECORDED
126.	GARY H. SPEAR	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE 04/05 – 12/06)	03/12/05 – NOT RECORDED

BOOK 35

	NAME	TITLE	SIGNED/RECORDED
127.	STEPHANIE RUSSO	PROFESSIONAL SERVICES AGREEMENT (ROCK WALL INSTRUCTOR 04/05 – 04/07)	04/14/05 – NOT RECORDED
164.	MACY DILLER	PROFESSIONAL SERVICES AGREEMENT (YOGA – 3/05 – 3/06)	05/05/05 – NOT RECORDED
165.	TERRI MYER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 6/05 – 12/05)	05/10/05 – NOT RECORDED
166.	DOUGLAS ANDREW WHITE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	05/17/05 – NOT RECORDED
167.	ARTHUR HOWARD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	04/12/05 – NOT RECORDED
168.	ROBERT PELLEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	04/04/05 – NOT RECORDED
169.	LARRY G. WICKS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	04/06/05 – NOT RECORDED
170.	ROBERT R. BERTHOLD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	05/12/05 – NOT RECORDED
171.	ADAM M. JOHNSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	05/15/05 – NOT RECORDED
172.	DEBRA LITZSINGER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 6/05 – 12/05)	05/10/05 – NOT RECORDED
173.	LIZ SHAKE	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/05 – 12/05)	05/10/05 – NOT RECORDED
174.	JANE TOMICICH	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/05 – 12/05)	05/10/05 – NOT RECORDED
175.	NICOLE BARNHOLZ	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/05 – 12/05)	05/10/05 – NOT RECORDED
176.	EMILY KREFT	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/05 – 12/05)	05/10/05 – NOT RECORDED
177.	HEATHER BAUER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/05 – 12/05)	05/10/05 – NOT RECORDED
178.	KIMBERLY HUPP-MILLER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/05 – 12/05)	05/10/05 – NOT RECORDED
179.	ANDREA LAUX	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/05 – 12/05)	05/10/05 – NOT RECORDED
180.	PAM DOSS	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/05 – 12/05)	05/10/05 – NOT RECORDED
201.	GREG BONE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	06/05/05 – NOT RECORDED
202.	JUDITH M. GANTNER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	06/02/05 – NOT RECORDED

BOOK 35

	NAME	TITLE	SIGNED/RECORDED
203.	TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT (ART THERAPY PROGRAM)	05/20/05 – NOT RECORDED
218.	ROSEMARY SCHOEMAKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	06/13/05 – NOT RECORDED
219.	MICHAEL KAIMAN	PROFESSIONAL SERVICES AGREEMENT (AUDITION 101 – 06/05 – 12/05)	06//17/05 – NOT RECORDED
238.	VICTORIA L. JORDAN	PROFESSIONAL SERVICES AGREEMENT ((MOMMY AND ME)	07/25/05 – NOT RECORDED
248.	PATRICK MCGRAW	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	05/28/05 – NOT RECORDED
249.	CURTIS W. BONE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	06/20/05 – NOT RECORDED
250.	SUZY SCHULTENRICH	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	06/04/05 – NOT RECORDED
251.	PHYLLIS A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL UMPIRE – 04/05 – 12/06)	07/27/05 – NOT RECORDED
257.	KRISTINE A. WILLIAMS	PROFESSIONAL SERVICES AGREEMENT (TODDLER ART CAMP 08/05 – 08/06)	08/09/05 – NOT RECORDED
260.	KRISTINE A. WILLIAMS	PROFESSIONAL SERVICES AGREEMENT (CHILDREN & ADULT DANCE – 08/05 – 08/06)	08/09/05 – NOT RECORDED
265.	TOM PRYOR	PROFESSIONAL SERVICES AGREEMENT (YOUTH & ADULT REF – 09/05 – 10/06)	08/11/05 – NOT RECORDED
266.	ERNEST B. COLEMAN	PROFESSIONAL SERVICES AGREEMENT (YOUTH AND ADULT REF 09/05 – 10/06)	08/11/05 – NOT RECORDED
273.	JEANETTE WILSON	PROFESSIONAL SERVICES AGREEMENT (AEROBICS – 08/05 – 08/06)	08/25/05 – NOT RECORDED
274.	AUDI WILLIAMS	PROFESSIONAL SERVICES AGREEMENT (AEROBICS – 08/05 – 08/06)	08/26/05 – NOT RECORDED
275.	EMILY KREFT	PROFESSIONAL SERVICES AGREEMENT (ART THERAPY PROGRAM 06/09/05 – 07/21/05)	05/29/05 – NOT RECORDED
276.	BRITA WEIGHT	PROFESSIONAL SERVICES AGREEMENT (INCLUSIVE RECREATION 07/01/05 – 06/30/06)	07/01/05 – NOT RECORDED
292.	TINA GEHRIN	PROFESSIONAL SERVICES AGREEMENT (AQUA-AEROBICS 09/05 – 08/06)	09/01/05 – NOT RECORDED
327.	MICHELLE MITTS	PROFESSIONAL SERVICES AGREEMENT (RENEWAL – AQUA AEROBICS 9/05 – 2/06)	07/01/05 – NOT RECORDED
328.	DEBORAH RYND	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL OFFICIAL 10/05 – 12/06)	09/28/05 – NOT RECORDED
329.	JENNIFER ANN KELLNER	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL OFFICIAL 10/05 – 12/06)	09/28/05 – NOT RECORDED

BOOK 35

NAME	TITLE	SIGNED/RECORDED
355. DAVID OSWALD	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL – 10/05 – 11/06)	10/29/05 – NOT RECORDED
356. PAUL WATKINS	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL – 10/05 – 11/06)	10/15/05 – NOT RECORDED
398. ANNIE ROLENC	PROFESSIONAL SERVICES AGREEMENT (AEROBICS – 12/05 – 12/06)	11/16/05 – NOT RECORDED
399. BOB MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (CLASSICAL FENCING – 12/05 – 12/06)	11/22/05 – NOT RECORDED
418. LAWRENCE JOHNSON	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL 10/05 – 11/06)	10/27/05 – NOT RECORDED
511. ERIN KUSCHEL	PROFESSIONAL SERVICES AGREEMENT (SUMMER ART CAMP COORDINATOR 12/05 – 12/06)	12/30/05 – NOT RECORDED
520. MID-RIVERS/N TRANSPORTATION DEVELOPMENT DISTRICT	INTERGOVERNMENTAL COOPERATION AGREEMENT WITH CITIES OF ST. PETERS AND COTTLEVILLE, MISSOURI (AUTH BY ORD 4235)	03/10/05 – NOT RECORDED
521. NEW FRONTIER BANK	AGREEMENT, QUIT CLAIM DEED, (60' STRIP OF LAND – ST. CHARLES COUNTY COMMUNITY COLLEGE)	11/30/05 – NOT RECORDED
522. UNION ELECTRIC CO. D/B/A AMEREN UE	POLE LINE REMOVAL AND RELOCATION (LAKESIDE BUSINESS PARK – AUTH BY ORD. 4294)	06/10/05 – NOT RECORDED
523. JACOBS CIVIL, INC.	PROFESSIONAL SERVICES CONTRACT (PROFESSIONAL AND TECHNICAL SERVICES TO PROVIDE CONSTRUCTION SUPPORT RE: LEVEE SYSTEM)	12/21/05 – NOT RECORDED

NAME	TITLE	SIGNED/RECORDED
<u>2005 HOME HELP PROGRAM APPLICATIONS</u>		
1. JULIA M. ADAMSON	HOMEOWNER'S AGREE, DEED OF TRUST UNIT 2 OF VILLAS AT CROWN COLONY CONDOS PHASE 1, BLDG 15	04/01/05 – 04/05/05
2. DAVID D. & LINDA CANOY	HOMEOWNER'S AGREE, DEED OF TRUST LOT 2 COUNTRY CROSSING MANOR PLAT 2 FULL DEED OF RELEASE	04/14/05 – 04/18/05 04/19/10 – 04/20/10
3. CAROL DINKELA	HOMEOWNER'S AGREE, DEED OF TRUST LOT 216 ORCHARD HILLS PLAT 2 FULL DEED OF RELEASE	04/16/05 – 04/18/05 04/19/10 – 04/20/10
4. LINDA E. FIX	HOMEOWNER'S AGREE, DEED OF TRUST UNIT C BUILDING 5 OF ST. PETERS CONDOS PHASE 1 FULL DEED OF RELEASE	04/15/05 – 04/18/05 04/19/10 – 04/20/10
5. ROBERT S. & JUNE S. GERDES	HOMEOWNER'S AGREE, DEED OF TRUST LOT 227 SUNNY HILLS ESTATES, PLAT 2 FULL DEED OF RELEASE	04/14/05 – 04/18/05 04/19/10 – 04/20/10
6. WILLIAM F. W. KENDALL	HOMEOWNER'S AGREE, DEED OF TRUST LOT 70 CAVE SPRINGS ESTATES, PLAT 3 FULL DEED OF RELEASE	04/14/05 – 04/18/05 04/19/10 – 04/20/10
7. JERRY D. & LORETTA E. BETTS	HOMEOWNER'S AGREE, DEED OF TRUST LOT 340 ORCHARD HILLS, PLAT 3 FULL DEED OF RELEASE	04/14/05 – 04/18/05 04/19/10 – 04/20/10
8. DIANA DUNCAN	HOMEOWNER'S AGREE, DEED OF TRUST LOT 118 SPRING VALLEY FULL DEED OF RELEASE	04/12/05 – 04/18/05 04/19/10 – 04/20/10
9. THOMAS W. & JOSEPHINE E. HOTCHKISS	HOMEOWNER'S AGREE, DEED OF TRUST LOT 17 ST. PETERS HILLS ADDITION PLAT 1 FULL DEED OF RELEASE	04/12/05 – 04/18/05 04/19/10 – 04/20/10
10. PATRICK A. & KERIN L. GROSSO	HOMEOWNER'S AGREE, DEED OF TRUST LOT 87 SPENCER CREEK EAST VILLAGE, PLAT 3 FULL DEED OF RELEASE	04/08/05 – 04/18/05 04/19/10 – 04/20/10
11. WILLIAM J. & PATRICIA D. ROBISON	HOMEOWNER'S AGREE, DEED OF TRUST LOT A OF LOT 10 HI-POINT ACRES FULL DEED OF RELEASE	04/11/05 – 04/18/05 04/19/10 – 04/20/10
12. LOIS ALMEDA HILLIS	HOMEOWNER'S AGREE, DEED OF TRUST LOT 509 ENGLEWOOD, PLAT 5 FULL DEED OF RELEASE	04/11/05 – 04/18/05 04/19/10 – 04/20/10
13. MARLENE B. NORTH	HOMEOWNER'S AGREE, DEED OF TRUST PART OF LOT 31 CEDAR RIDGE II – PLAT 2 FULL DEED OF RELEASE	04/15/05 – 04/18/05 04/19/10 – 04/20/10

BOOK 35

NAME	TITLE	SIGNED/RECORDED
14. TROY A. & STACEY L. WRIGHT	HOMEOWNER'S AGREE, DEED OF TRUST LOT 60 HOMESTEAD ESTATES PLAT 2 FULL DEED OF RELEASE	04/15/05 – 04/18/05 04/26/10 – 04/29/10
15. RAYMOND J. & MARY M. KEMP	HOMEOWNER'S AGREE, DEED OF TRUST LOT 105 COUNTRY HILL ESTATES, PLAT 3 FULL DEED OF RELEASE	04/28/05 – 05/11/05 04/26/10 – 04/29/10
16. MARYLEE ORA RODENBAUGH	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 237 COUNTRY HILLS SOUTH, PLAT 1	04/29/05 – 05/11/05 PD OFF 5/7/06 SALE
17. HARRY J. & KATHERINE K. WHITE	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 2 NEW WINDSTREAM	04/28/05 – 05/11/05 PD OFF 8/2/07
18. PAMELA M. LANCASTER	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 10 TWILL VALLEY FULL DEED OF RELEASE	04/28/05 – 05/11/05 04/28/10 – 04/29/10
19. TIM AND MANDY PISELL	HOMEOWNER'S AGREEMENT, DEED OF TRUST NORTHERN 99 ½ FEET OF LOT 7 AND SOUTH ½ FOOT OF LOT 8 OF RESUBDIVISION OF LOT 4 HI-POINT ACRES FULL DEED OF RELEASE	04/28/05 – 05/11/05 04/28/10 – 04/29/10
20. ELIZABETH A. & RAYMOND COX, JR	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 131 COUNTRY HILL ESTATES, PLAT 1 FULL DEED OF RELEASE	04/26/05 – 05/11/05 04/26/10 – 04/29/10
21. MARTHA SMILEY	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 142 SHADOW CREEK PLAT 2 FULL DEED OF RELEASE	04/26/05 – 05/11/05 04/26/10 – 04/29/10
22. JACK L. & LAURA D. MILLER	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 320 CRESCENT HILLS PLAT 2 FULL DEED OF RELEASE	04/26/05 – 05/11/05 04/26/10 – 04/29/10
23. DAVID E. & EILEEN M. PHELPS	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 135 SUNNY HILL ESTATES PLAT 3 AMENDED FULL DEED OF RELEASE	04/26/05 – 05/11/05 04/26/10 – 04/29/10
24. CAROL A. HOBOLD	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 186 COUNTRY HILL ESTATES PLAT 2 FULL DEED OF RELEASE	04/25/05 – 05/02/05 04/26/10 – 04/29/10
25. ELIZABETH ALLEN MURPHY	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 425 ENGLEWOOD PLAT 4	04/25/05 – 05/02/05 PD OFF 1/25/07 REFI
26. DERON R. & LAURA L. KUCHTA	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 333 SPENCER CREEK SOUTH VILLAGE PLAT 11 FULL DEED OF RELEASE	04/25/05 – 05/02/05 04/26/10 – 04/29/10
27. KOMBEEZ S. MAHERI	HOMEOWNER'S AGREEMENT, DEED OF TRUST UNIT D IN BLDG. 10 OF STONE RIDGE ESTATES CONDOMINIUMS, BUILDINGS 2, 3 AND 10 FULL DEED OF RELEASE	04/21/05 – 05/02/05 04/26/10 – 04/29/10
28. DORIS K. RUSSELL	HOMEOWNER'S AGREEMENT, DEED OF TRUST UNIT 1 BLDG. 48 SUGARWOOD, PHASE 8 FULL DEED OF RELEASE	04/21/05 – 05/02/05 04/26/10 – 04/29/10

BOOK 35

	NAME	TITLE	SIGNED/RECORDED
29.	EDWARD R. & SHARON F. KRULL	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 142 OAK CREEK HILLS PLAT 1 FULL DEED OF RELEASE	04/21/05 – 05/02/05 04/26/10 – 04/29/10
30.	MATTHEW J. & KIMBERLY DUNLAP	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 102 COUNTRY HILL ESTATES PLAT 3 FULL DEED OF RELEASE	04/18/05 – 05/02/05 04/19/10 – 04/20/19
31.	KENNETH W. & KAREN J. STEWART	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 22 SPRING VALLEY NO. 2 FULL DEED OF RELEASE	04/20/05 – 05/02/05 PD OFF 5/23/06 REFI 03/31/08 - -4/01/08
32.	GLENNON G. MCMAHON	HOMEOWNER'S AGREEMENT, DEED OF TRUST UNIT 2 BLDG 47 SUGARWOOD PHASE 9	04/20/05 – 05/02/05 PD OFF 4/03/07 MOVED
33.	ANN JACKSON	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 11 DANIELLE DOWNS FULL DEED OF RELEASE	04/20/05 – 05/02/05 04/26/10 – 04/29/10
34.	DOUGLAS S. & DENISE FETSCH	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 164 HERMITAGE PLAT 2	04/20/05 – 05/02/05 PD OFF 10/23/06 REFI
35.	MICHAEL T. & MAUREEN DUNN MCCARTHY	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 597 COUNTRY CROSSING MANOR FULL DEED OF RELEASE	04/20/05 – 05/02/05 04/26/10 – 04/29/10
36.	HILDA J. ELLSWORTH	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 33 SPENCER CREEK EAST VILLAGE PLAT 2 FULL DEED OF RELEASE	04/18/05 – 05/02/05 04/19/10 – 04/20/10
37.	JOHN S. & NORMA J. GORNICZ	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 87 PARK WOODS NORTH PLAT 2 FULL DEED OF RELEASE	04/18/05 – 05/02/05 04/19/10 – 04/20/10
38.	HOWARD A. & LILLIAN E. SHY	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 310 MILLWOOD PLAT 4 FULL DEED OF RELEASE	04/19/05 – 05/02/05 04/19/10 – 04/20/10
39.	JOANNE M. SCHREMP	HOMEOWNER'S AGREEMENT, DEED OF TRUST LOT 194 MILLWOOD PLAT 4 SECTION 1 FULL DEED OF RELEASE	04/19/05 – 05/02/05 04/19/10 – 04/20/10
40.	CHARLES W. & PATSY R. ELLER	DEED OF TRUST, PROMISSORY NOTE LOT 435 TANGLEWOOD PLAT 5 FULL DEED OF RELEASE	04/13/05 – 05/25/05 04/19/10 – 04/20/10
41.	JOYCE L. KEITH	DEED OF TRUST, PROMISSORY NOTE LOT 31 COTTAGE HILL, VILLAGE OF ST. PETERS FULL DEED OF RELEASE	04/27/05 – 05/25/05 04/27/10 – 04/29/10
42.	KAREN S. TAYLOR	DEED OF TRUST, PROMISSORY NOTE UNIT 533 THE VILLAS AT CROWN COLONY CONDOS, PHASE IV, BLDG NO. 22 FULL DEED OF RELEASE	04/18/05 – 05/25/05 04/26/10 – 04/29/10
43.	MARK O. & PEGGY L. GRIMES	DEED OF TRUST, PROMISSORY NOTE LOT 187 BROOKMOUNT ESTATES PLAT 4 FULL DEED OF RELEASE	05/23/05 – 05/25/05 06/17/10 – 06/21/10

BOOK 35

NAME	TITLE	SIGNED/RECORDED
44. ANITA PERSONS	DEED OF TRUST, PROMISSORY NOTE LOT 143 SUNNY HILL ESTATES PLAT 4 FULL DEED OF RELEASE	06/01/05 – 06/22/05 06/17/10 – 06/21/10
45. MICHAEL L. LANG	DEED OF TRUST, PROMISSORY NOTE 113 MCMENAMY ROAD	05/09/05 – 06/22/05 PD OFF 9/3/08
46. ROBERT E. & LINDA S. LEE	DEED OF TRUST, PROMISSORY NOTE LOT 200 DARDENNE LAKE ESTATES PLAT 2 FULL DEED OF RELEASE	06/11/05 – 06/22/05 06/17/10 – 06/21/10
47. DONNA & MICHAEL R. SQUIRES	DEED OF TRUST, PROMISSORY NOTE LOT 105 COUNTRY HILL ESTATES, PLAT 3 FULL DEED OF RELEASE	06/23/05 – 07/01/05 07/12/10 – 07/13/10
48. GREG & JUANITA BLOUNT	DEED OF TRUST, PROMISSORY NOTE LOT 193 TANGLEWOOD PLAT 3 FULL DEED OF RELEASE	06/27/05 – 07/01/05 07/01/10 – 07/08/10
49. JEFFREY & COLLEEN BOEDEKER	DEED OF TRUST, PROMISSORY NOTE LOT 10 OAK CREEK HILLS PLAT 2	06/29/05 – 07/01/05 PD OFF 9/17/09
50. CAROL J. HUFF	DEED OF TRUST, PROMISSORY NOTE LOT 636 BROOKMOUNT ESTATES, PLAT 9 FULL DEED OF RELEASE	06/30/05 – 07/01/05 07/01/10 – 07/08/10
51. JOE D. & LORADEAN BRINES	DEED OF TRUST, PROMISSORY NOTE LOT 5 ENWOOD, PLAT ONE FULL DEED OF RELEASE	06/30/05 – 07/01/05 07/01/10 – 07/08/10
52. JOHN B. & MARY E. MAHERI	DEED OF TRUST, PROMISSORY NOTE LOT 85 COUNTY CREEK PLAT 4 FULL DEED OF RELEASE	07/12/05 – 07/13/05 07/12/10 – 07/13/10
53. MARTIN PAUL LEFHOLZ	DEED OF TRUST, PROMISSORY NOTE LOT 274 HERMITAGE PLAT 2 FULL DEED OF RELEASE	07/27/05 – 07/29/05 07/28/10 – 07/29/10
54. MICHAEL J. HILL	DEED OF TRUST, PROMISSORY NOTE UNIT D, BUILDING 8 OF ST. PETERS CONDOMINIUM PHASE SIX FULL DEED OF RELEASE	08/12/05 – 08/23/05 08/12/10 – 08/16/10
55. DOROTHY N. AUDRAIN	DEED OF TRUST, PROMISSORY NOTE LOT 8 GOLDEN HILLS ESTATES PLAT 1	11/04/05 – 06/30/06
56. KOREY T. SIMMS	DEED OF TRUST, PROMISSORY NOTE UNIT NO. E CROWN COLONY PHASE ONE, STAGES TWO AND FIVE FULL DEED OF RELEASE	11/18/05 – 12/06/05 11/18/10 – 11/19/10

BOOK 36
NAME

TITLE

SIGNED/RECORDED

2006 LEGAL DOCUMENTS - REMOVED

29. JASON WHITE	PROFESSIONAL SERVICES AGREEMENT (FLAG FOOTBALL OFFICIAL (2/06 – 6/07))	02/03/06 – NOT RECORDED
30. JEFFREY MILLER	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL 03/06 – 05/07)	03/07/06 – NOT RECORDED
31. DANIEL O. LEWIS	PROFESSIONAL SERVICES AGREEMENT (FLAG FOOTBALL OFFICIAL 03/06 – 05/07)	03/04/06 – NOT RECORDED
50. JOHN FITZGIBBON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 3/06 – 11/07)	02/15/06 – NOT RECORDED
51. WILLIAM G. SANDERS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 3/06 – 11/07)	02/15/06 – NOT RECORDED
52. JOHN E LEE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/16/06 – NOT RECORDED
53. VINCENT MUGHETTO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
54. ART MERCER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	02/15/06 – NOT RECORDED
55. MIKE FRANKLIN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	02/15/06 – NOT RECORDED
56. RICH BOYER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	02/15/06 – NOT RECORDED
57. RICHARD WEISSFLAG	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	02/15/06 – NOT RECORDED
58. DAVID J. WIECHENS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	02/15/06 – NOT RECORDED
59. JOHN W. GANTHER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	02/15/06 – NOT RECORDED
60. D. J. PALAZZOLO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
61. MARK A. THOMAS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
62. MICHAEL G. DALPINI	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	02/15/06 – NOT RECORDED
63. TONY FARRELL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	02/15/06 – NOT RECORDED
64. D. RYAN RIGBY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 03/06 – 11/07)	03/12/06 – NOT RECORDED

BOOK 36

NAME	TITLE	SIGNED/RECORDED
65. ELLEN PARKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
66. DAVID J. MC NIFF	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
67. BRIAN M. RANDANT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
68. MICHAEL HAMAN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
69. RON SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/10/06 - NOT RECORDED
70. PAUL J. BOSCHERT, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
71. DONALD J. BAKER, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 03/06 – 11/07)	03/12/06 – NOT RECORDED
72. ROSEMARY SCHOEMAKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 03/06 – 11/07)	03/12/06 – NOT RECORDED
73. BOB MC PHERSON	PROFESSIONAL SERVICES AGREEMENT (BASIC CLASSICAL FENCING – 02/06 – 02/07)	02/27/06 – NOT RECORDED
108. DAVID MOEHLKAMP	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/22/06 – NOT RECORDED
109. MICHAEL BRADSHAW	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/06/06 – NOT RECORDED
110. NICK GRESS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/06/06 – NOT RECORDED
111. ROBERT R. BERTHOLD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/06/06 – NOT RECORDED
112. RON CHUMBLEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/06/06 – NOT RECORDED
113. MIKE PRICE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/06/06 – NOT RECORDED
114. GARY A. SPEAR	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/06/06 – NOT RECORDED
115. ROB ECHELE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/06/06 – NOT RECORDED
116. J. O'CONNOR	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/15/06 – NOT RECORDED
117. DENNIS WATTS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/12/06 – NOT RECORDED
118. MIKE BOSCHERT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/16/06 – NOT RECORDED

BOOK 36

NAME	TITLE	SIGNED/RECORDED
119. STEVE BRUEMMER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/12/06 – NOT RECORDED
120. WILLIAM FLOTT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/12/06 – NOT RECORDED
121. RANDY HOLLANDER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/15/06 – NOT RECORDED
122. KURT SCATURRO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/23/06 – NOT RECORDED
123. WILLIE CLARK	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/15/06 – NOT RECORDED
124. NICHOLAS S. VIVIANO	PROFESSIONAL SERVICES AGREEMENT (PERSONAL TRAINER)	04/03/06 – NOT RECORDED
125. CHERYL TURANO	PROFESSIONAL SERVICES AGREEMENT (AEROBICS)	04/03/06 – NOT RECORDED
126. STACIE FEUCHT	PROFESSIONAL SERVICES AGREEMENT (AEROBICS)	04/17/06 – NOT RECORDED
148. JAMES P. MCDONALD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/16/06 – NOT RECORDED
149. BOB STRUCKHOFF	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/12/06 – NOT RECORDED
150. WILLIAM A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/15/06 – NOT RECORDED
166. MELISSA MCDONNELL	PROFESSIONAL SERVICES AGREEMENT (SUMMER ART CAMP 2006)	03/21/06 – NOT RECORDED
167. AMY FITZWILLIAM	PROFESSIONAL SERVICES AGREEMENT (SUMMER ART CAMP 2006)	03/31/06 – NOT RECORDED
168. CR VAN DYKE III	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/21/06 – NOT RECORDED
169. HEATHER BAUER	PROFESSIONAL SERVICES AGREEMENT (SUMMER ART CAMP 2006)	03/31/06 – NOT RECORDED
170. KIMBERLY-HUPP-MILLER	PROFESSIONAL SERVICES AGREEMENT (SUMMER ART CAMP)	03/31/06 – NOT RECORDED
171. FABRIZIO PASSANISI	PROFESSIONAL SERVICES AGREEMENT (CHARCOAL DRAWING CLASS)	04/27/06 – NOT RECORDED
172. MICHELLE MITTS	PROFESSIONAL SERVICES AGREEMENT (AQUA AEROBICS)	05/07/06 – NOT RECORDED
173. SUSAN ROLTHER	PROFESSIONAL SERVICES AGREEMENT (AQUA AEROBICS)	05/07/06 – NOT RECORDED
174. SHARON CADLE	PROFESSIONAL SERVICES AGREEMENT (WATER EXERCISE)	05/07/06 – NOT RECORDED

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NAME	TITLE	SIGNED/RECORDED
175. LARRY G. WICKS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/15/06 – NOT RECORDED
186. CHRISTIA JONES	PROFESSIONAL SERVICES AGREEMENT (RENEWAL AQUA-AEROBICS -)	05/07/06 – NOT RECORDED
187. PHYLLIS RAVMO	PROFESSIONAL SERVICES AGREEMENT (AQUA – AEROBICS RENEWAL)	05/07/06 – NOT RECORDED
189. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT (SUMMER ART CAMP)	03/21/06 – NOT RECORDED
190. SARAH JEAN HARRER	PROFESSIONAL SERVICES AGREEMENT (SUMMER ART CAMP)	03/31/06 – NOT RECORDED
191. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT (ART THERAPY/FAMILY SUPPORT SERVICES) (6/01/06 – 12/31/06)	05/23/06 – NOT RECORDED
192. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT (ART THERAPY/FAMILY SUPPORT SERVICES) 08/01/06 – 12/31/06)	05/23/06 – NOT RECORDED
193. CARLA SULZER	PROFESSIONAL SERVICES AGREEMENT (AEROBICS)	06/07/06 – NOT RECORDED
250. CHRISTINE TAVARES	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 07/06 – 12/06)	06/20/06 – NOT RECORDED

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NAME	TITLE	SIGNED/RECORDED
251. HELEN BECKER	PROFESSIONAL SERVICES AGREEMENT (ART THERAPY – FAMILY SUPPORT 06/06 – 12/06)	06/28/06 – NOT RECORDED
305. EMILY TURAY	PROFESSIONAL SERVICES AGREEMENT DANCE INSTRUCTOR 08/06 - 12/06	07/31/06 – NOT RECORDED
306. ADAM JOHNSON	PROFESSIONAL SERVICES AGREEMENT SOFTBALL OFFICIAL – 03/06 – 11/07	06/16/06 – NOT RECORDED
307. CHRIS GONERO	PROFESSIONAL SERVICES AGREEMENT SOFTBALL OFFICIAL – 03/06 – 11/07	06/14/06 – NOT RECORDED
308. JAMES MASSENBERG, JR.	PROFESSIONAL SERVICES AGREEMENT SOFTBALL OFFICIAL – 03/06 – 11/07	05/01/06 – NOT RECORDED
309. PHYLLIS A. SANFORD	PROFESSIONAL SERVICES AGREEMENT SOFTBALL OFFICIAL – 03/06 – 11/07	07/28/06 – NOT RECORDED
310. AARON GERSH	PROFESSIONAL SERVICES AGREEMENT SOFTBALL OFFICIAL – 03/06 – 11/07	07/01/06 – NOT RECORDED
311. DOUG CORNWELL	PROFESSIONAL SERVICES AGREEMENT PERSONAL TRAINER – 07/06 – 07/07	07/14/06 – NOT RECORDED
312. RON L. JOHNSON	PROFESSIONAL SERVICES AGREEMENT PHOTOGRAPHY CLASS INSTRUCTOR – 09/06-12/06	06/30/06 – NOT RECORDED
359. KEVIN WILKE	PROFESSIONAL SERVICES AGREEMENT BASEBALL UMPIRE - 2006-2007	09/14/06 – NOT RECORDED
361. SPEARTIP TECHNOLOGIES	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE SKATING INSTRUCTION 2006-2007)	09/15/06 – NOT RECORDED
362. DANIEL HULME	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 03/06 – 11/07)	08/31/06 – NOT RECORDED
363. TINA GEHRIN	PROFESSIONAL SERVICES AGREEMENT (AQUA-AEROBICS 09/06 – 08/07)	09/01/06 – NOT RECORDED
364. RICK TIEK	PROFESSIONAL SERVICES AGREEMENT (BASEBALL UMPIRE – 09/06 – 11/07)	09/09/06 – NOT RECORDED
369. ANDREW BASSETT	PROFESSIONAL SERVICES AGREEMENT (BASEBALL UMPIRE 09/06 – 11/07)	09/23/06 – NOT RECORDED
393. PATRICIA O'DELL-HORNER	PROFESSIONAL SERVICES AGREEMENT (DANCE INSTRUCTOR – 10/03/06 – 12/31/06)	09/25/06 – NOT RECORDED
394. PAMELA OWENS	PROFESSIONAL SERVICES AGREEMENT (VOLLEYBALL OFFICIAL – 10/2006 – 11/2007)	10/04/06 – NOT RECORDED
395. MICHAEL T. MCMANUS	PROFESSIONAL SERVICES AGREEMENT (BASEBALL UMPIRE – 10/2006 – 11/2007)	09/23/06 – NOT RECORDED
396. JEFFERY D. LESINSKI	PROFESSIONAL SERVICES AGREEMENT (BASEBALL UMPIRE – 10/2006 – 12/2007)	10/17/06 – NOT RECORDED
397. FLOYD ATKINS	PROFESSIONAL SERVICES AGREEMENT	10/14/06 – NOT RECORDED

BOOK 36

NAME	TITLE (BASKETBALL OFFICIAL – 10/2006 – 12/2007)	SIGNED/RECORDED
410. DONALD H. TAYLOR, JR.	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL – 10/2006 – 12/2007)	10/17/06 – NOT RECORDED
411. RYAN FITCH	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL – 10/2006 – 12/2007)	10/21/06 – NOT RECORDED
430. ERIC BROOMAN	PROFESSIONAL SERVICES AGREEMENT (SCULPTURE INSTRUCTOR – 11/11/07 – 12/31/07)	11/06/06 – NOT RECORDED
468. ZACH CROW	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL 10/06 – 12/07)	10/28/06 – NOT RECORDED
469. JANE BAYLISS	PROFESSIONAL SERVICES AGREEMENT (CITY EMPLOYEE PILOGA 11/06 – 11/07)	11/08/06 – NOT RECORDED
505. DOUGLAS CORNWELL	PROFESSIONAL SERVICES AGREEMENT (PERSONAL TRAINER – 11/06 – 11/07)	12/12/06 – NOT RECORDED
561. JEFF BROCKES	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 12/06 – 12/07)	12/21/06 – NOT RECORDED

	NAME	TITLE	SIGNED/RECORDED
<u>2006 HOME HELP PROGRAM APPLICATIONS</u>			
1.	ELLEN VERNA FINDLAY	HOMEOWNER'S AGREE , DEED OF TRUST LOT 747 SPENCER CREEK WEST VILLAGE PLAT 7 FULL DEED OF RELEASE	03/10/06 – 03/27/06 03/10/11 – 03/14/11
2.	JOHN C. & LORI M. SCOTT	DEED OF TRUST, HOMEOWNER'S AGREE LOT 142 HUNTLEIGH ESTATES PLAT 3 FULL DEED OF RELEASE	03/09/06 – 03/27/06 03/09/11 – 03/14/11
3.	LEEANNE SCHULZE	DEED OF TRUST, HOMEOWNER'S AGREE LOT 17 PLUM CREEK SUBDIVISION	03/09/06 – 03/27/06
4.	RANDAL C. & KATHERINE L. GEIST	DEED OF TRUST, HOMEOWNER'S AGREE LOT 333 OAK CREEK HILLS PLAT 3 FULL DEED OF RELEASE	03/06/06 – 03/27/06 03/06/11 – 03/14/11
5.	GEORGE C. & KATHRYN C. AUERSWALD	DEED OF TRUST, HOMEOWNER'S AGREE LOT 138 SUNNY HILL ESTATES PLAT 3 FULL DEED OF RELEASE	03/07/06 – 03/27/06 03/07/11 – 03/14/11
6.	DAVID LEE & LISA ROSS	DEED OF TRUST, HOMEOWNER'S AGREE LOT 96 SPENCER CREEK EAST VILLAGE PLAT 3 FULL DEED OF RELEASE	03/08/06 – 03/27/06 03/08/11 – 03/14/11
7.	MARGE V. MULLINS	DEED OF TRUST, HOMEOWNER'S AGREE LOT 32 BROOKDALE PLAT 1 FULL DEED OF RELEASE	03/08/06 – 03/27/06 03/08/11 – 03/14/11
8.	JUDY BRENEISEN	DEED OF TRUST, HOMEOWNER'S AGREE LOT 277 HERMITAGE PLAT 2 FULL DEED OF RELEASE	03/08/06 – 03/27/06 03/08/11 – 03/14/11
9.	SANDRA MORETINE	DEED OF TRUST, HOMEOWNER'S AGREE LOT 238 CRESCENT HILLS PLAT 5 FULL DEED OF RELEASE	03/08/06 – 03/27/06 03/08/11 – 03/14/11
10.	JASON C. & ELIZABETH E. RAUBACH	DEED OF TRUST, HOMEOWNER'S AGREE LOT 161 PARK WOODS NORTH PLAT 2 SUBORDINATION OF DEED OF TRUST FULL DEED OF RELEASE	03/07/06 – 03/27/06 06/25/10 – 07/06/10 03/07/11 – 03/14/11
11.	JASON & AMANDA MCBRIDE	DEED OF TRUST, HOMEOWNER'S AGREE LOT 15 BROOKMOUNT ESTATES	03/08/06 – 03/27/06
12.	MARY L. GRAY	DEED OF TRUST, HOMEOWNER'S AGREE LOT 124 BROOKMOUNT ESTATES PLAT 3 FULL DEED OF RELEASE	03/07/06 – 03/27/06 03/07/11 – 03/14/11

BOOK 36

	NAME	TITLE	SIGNED/RECORDED
13.	KEVIN & AUTUMN BARKSDALE	DEED OF TRUST, HOMEOWNER'S AGREE LOT 123 CARRINGTON PLACE PLAT 1 FULL DEED OF RELEASE	03/06/06 – 03/27/06 03/06/11 – 03/14/11
14.	DOROTHY R. LUKER	DEED OF TRUST, HOMEOWNER'S AGREE UNIT NO. H IN STAGE 5 CROWN COLONY PHASE 1 FULL DEED OF RELEASE	02/15/06 – 03/27/06 03/06/11 – 03/14/11
15.	JUDY KODER	DEED OF TRUST, HOMEOWNER'S AGREE LOT 4A SUMMERGATE TOWNHOMES ADDITION FULL DEED OF RELEASE	03/02/06 – 03/27/06 03/04/11 – 03/21/11
16.	GEORGE E. RAUCH	DEED OF TRUST, HOMEOWNER'S AGREE LOT 69 HARVEST POINT PLAT 2 FULL DEED OF RELEASE	03/02/06 – 03/27/06 03/04/11 – 03/21/11
17.	LILLIE M. CROOM	DEED OF TRUST, HOMEOWNER'S AGREE UNIT 3 BLDG 5 SUGARWOOD PHASE 29 FULL DEED OF RELEASE	03/02/06 – 03/27/06 03/04/11 – 03/21/11
18.	DORI J. CUSIMANO	DEED OF TRUST, HOMEOWNER'S AGREE LT 2 COUNTRY CREEK PLAT 5 FULL DEED OF RELEASE	02/27/06 – 03/27/06 03/04/11 – 03/21/11
19.	ROBERT L. & MARGUERITE T. SMAGLIK	DEED OF TRUST, HOMEOWNER'S AGREE LOT 286 CAVE SPRINGS ESTATES, PLAT 3 FULL DEED OF RELEASE	02/27/06 – 03/27/06 03/04/11 – 03/21/11
20.	RHONDA L. BROCIOSUS	DEED OF TRUST, HOMEOWNER'S AGREE LOT 118 RESUBDIVISION OF LOTS 116 THRU 118 OF SPANISH TRAILS PAID OFF – SALE OF HOME	02/27/06 – 03/27/06 09/12/06
21.	ALAN P. & DARCELL FLEEMAN	DEED OF TRUST, HOMEOWNER'S AGREE LOT 28 CAVE SPRINGS ESTATES PLAT 3 FULL DEED OF RELEASE	02/27/06 – 03/27/06 03/04/11 – 03/21/11
22.	RICHARD J. & SUZANNE WEAVER	DEED OF TRUST, HOMEOWNER'S AGREE LOT 261 ST. PETERS HILLS PLAT 2 FULL DEED OF RELEASE	02/28/06 – 03/27/06 03/04/11 – 03/21/11
23.	PHILIP F. & CHARLENE A. SCORE	DEED OF TRUST, HOMEOWNER'S AGREE LOT 168 BROOKMOUNT ESTATES PLAT 3 FULL DEED OF RELEASE	02/28/06 – 03/27/06 03/04/11 – 03/21/11
24.	CHRIS & AMY JARUS	DEED OF TRUST, HOMEOWNER'S AGREE LOT 132 STONE RIDGE ESTATES PLAT 4 SUBORDINATION AGREEMENT FULL DEED OF RELEASE	02/28/06 – 03/27/06 02/22/10 – 03/31/10 03/04/11 – 03/21/11
25.	CHAD & KRISTINA COLBY	DEED OF TRUST, HOMEOWNER'S AGREE LOT 72 HICKORY RIDGE PLAT 1 FULL DEED OF RELEASE	02/28/06 – 03/27/06 03/04/11 – 03/21/11
26.	NICHOLAS J. PATRYLO	DEED OF TRUST, HOMEOWNER'S AGREE LOT 167 BROOKMOUNT ESTATES FULL DEED OF RELEASE	03/01/06 – 03/27/06 03/04/11 – 03/21/11

BOOK 36

	NAME	TITLE	SIGNED/RECORDED
27.	TIMOTHY G. & JESSICA KRUEGER	DEED OF TRUST, HOMEOWNER'S AGREE LOT 628 ENGLEWOOD, PLAT 6 FULL DEED OF RELEASE	03/02/06 – 03/27/06 03/04/11 – 03/21/11
28.	CHARLES R. & DEBORAH K. HUNN	DEED OF TRUST, HOMEOWNER'S AGREE LOT 49 COUNTRY LAKE ESTATES FULL DEED OF RELEASE	03/02/06 – 03/27/06 03/04/11 – 03/21/11
29.	LILLIAN M. KOCH	DEED OF TRUST, HOMEOWNER'S AGREE LOT 7 COTTAGE HILL, VILLAGE OF ST. PETERS FULL DEED OF RELEASE	03/01/06 – 03/27/06 03/04/11 – 03/21/11
30.	ROY W. & VICTORIA L. JORDAN	DEED OF TRUST, HOMEOWNER'S AGREE LOT 184 MC CLAY VALLEY PLAT 3 FULL DEED OF RELEASE	03/03/06/ - 03/27/06 03/04/11 – 03/21/11
31.	SUSAN M. GWALTNEY	DEED OF TRUST, HOMEOWNER'S AGREE LOT 403 COUNTRY CREEK, PLAT 6 FULL DEED OF RELEASE	03/03/06 – 03/27/06 03/04/11 – 03/21/11
32.	FREDDIE & JEANETTE BORIA	DEED OF TRUST, HOMEOWNER'S AGREE LOT 157 BROOKMOUNT ESTATES PLAT 3 FULL DEED OF RELEASE	03/03/06 – 03/27/06 03/04/11 – 03/21/11
33.	SHERRY ANN CROWELL	DEED OF TRUST, HOMEOWNER'S AGREE LOT 23 SPENCER CREEK NOB HILL PLAT 2 FULL DEED OF RELEASE	03/03/06 – 03/27/06 03/04/11 – 03/21/11
34.	PATRICIA ANN AKINS	DEED OF TRUST, HOMEOWNER'S AGREE LOT 111 BROOKWOOD ESTATES PLAT 1 FULL DEED OF RELEASE	03/06/06 – 03/27/06 03/06/11 – 03/14/11
35.	DAVID B. & APRIL D. HUGHES	DEED OF TRUST, HOMEOWNER'S AGREE LOT 25 COUNTRY CREEK PLAT 5 FULL DEED OF RELEASE	04/07/06 – 04/21/06 04/07/11 – 04/12/11
36.	CHRISTOPHER & MAUREEN KAY NELSON	DEED OF TRUST, HOMEOWNER'S AGREE LOT 258 CAVE SPRINGS ESTATES PLAT 4 FULL DEED OF RELEASE	03/16/06 – 03/20/06 03/16/11 – 03/24/11
37.	LYNN ROSE ANDREWS	DEED OF TRUST, HOMEOWNER'S AGREE LOT 31 GOLDEN TRIANGLE ESTATES PLAT 2 FULL DEED OF RELEASE	03/14/06 – 03/30/06 03/14/11 – 03/24/11
38.	DARRELL W. & SHARON C. BACK	DEED OF TRUST, HOMEOWNER'S AGREE LOT 21 RANCHETTE ESTATES FULL DEED OF RELEASE	03/17/06 – 03/30/06 03/17/11 – 03/24/11
39.	JOYCE ANN BAKER	DEED OF TRUST, PROMISSORY NOTE LOT 464 OAK CREEK HILLS PLAT 4 PAID OFF FULL DEED OF RELEASE	06/15/06 – 06/30/06 01/08/08 06/15/11 – 07/08/11
40.	ROGER D. & SHIRLEY A. GREENE	DEED OF TRUST, PROMISSORY NOTE LOT 11 CRESCENT HILLS PLAT ONE	06/26/06 – 06/30/06

BOOK 36

	NAME	TITLE	SIGNED/RECORDED
41.	DONALD R. MOELLER	DEED OF TRUST, PROMISSORY NOTE LOT 1 HOPE COURT SUBDIVISION FULL DEED OF RELEASE	06/23/06 – 06/30/06 06/23/11 - -7/08/11
42.	ROBERT C & MARGO A. REED	DEED OF TRUST, PROMISSORY NOTE LOT 31 SPRING WOOD FULL DEED OF RELEASE	06/12/06 – 06/30/06 06/14/11 – 06/15/11
43.	DAWN WILLERTON	DEED OF TRUST, PROMISSORY NOTE LOT 126 ORCHARD HILLS PLAT ONE FULL DEED OF RELEASE	06/05/06 – 06/14/06 08/24/11 – 08/26/11
44.	TERA DAWN BAKER	DEED OF TRUST, PROMISSORY NOTE 551 SUMMER WINDS LANE	06/16/06 – 06/21/06
45.	ALBERT J. JR., & LOIS I. DUSIN LIVING TRUST	DEED OF TRUST, PROMISSORY NOTE LOT 20 COUNTRY CREEK PLAT 5 FULL DEED OF RELEASE	07/31/06 – 08/03/06 08/24/11 – 08/26/11
46.	DERRILL J. & BECKY J. MARTIN	DEED OF TRUST, PROMISSORY NOTE LOT 246 TANGLEWOOD PLAT 4 116 BARKWOOD TRAILS DRIVE FULL DEED OF RELEASE	08/23/06 – 09/01/06 08/24/11 – 08/26/11
47.	TERI L. LEWIS	DEED OF TRUST, PROMISSORY NOTE UNIT 3 IN BLDG. 44 SUGARWOOD PHASE 12 CONDOMINIUMS FULL DEED OF RELEASE	10/30/06 – 11/08/06 11/17/11 – 11/21/11
48.	NANCY RALEY	DEED OF TRUST, PROMISSORY NOTE LOT 211 OF BROOKMOUNT ESTATES PLAT 4, FULL DEED OF RELEASE	12/15/06 – 12/21/06 12/15/11 – 12/28/11

BOOK 37 - 2007 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
2007 LEGAL DOCUMENTS - REMOVED		
4. SHARON CADLE	PROFESSIONAL SERVICES AGREEMENT (WATER EXERCISE – 01/07 – 12/07)	01/01/07 – NOT RECORDED
15. MISSOURI STATE HIGH SCHOOL ACTIVITIES ASSOC.	REC-PLEX USE AGREEMENT (USE OF REC-PLEX SWIMMING POOL)	01/01/07 – NOT RECORDED
18. LAURIE BOETTGE	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/07 – 01/08)	01/16/07 – NOT RECORDED
19. LORI ARTINGER	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/07 – 06/07)	01/16/07 - NOT RECORDED
20. SUSAN FAJATIN	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/07 – 06/07)	01/02/07 – NOT RECORDED
21. KELLEY DECOSTY	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/07 – 06/07)	01/02/07 – NOT RECORDED
22. JOHN JACKSON	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/07 – 06/07)	01/02/07 – NOT RECORDED
23. DAWN NAMANICK	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR)	01/02/07 – NOT RECORDED
24. DENA DERICKSON	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/07 – 06/07)	01/02/07 – NOT RECORDED
67. BOB MCPHERSON	PROFESSIONAL SERVICES AGREEMENT CLASSICAL FENCING 03/07 – 02/08	03/03/07 – NOT RECORDED
68. JOE ROTHER	PROFESSIONAL SERVICES AGREEMENT MASTERS SWIM PROGRAM – 04/07 – 03/08	04/01/07 – NOT RECORDED
103. SARAH HARRER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR)	03/26/07 – NOT RECORDED
104. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT (ART THERAPY/COMMUNITY LIVING)	04/02/07 – NOT RECORDED
105. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT (ART THERAPY/FAMILY SUPPORT SERVICES)	04/03/07 – NOT RECORDED
106. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR)	03/26/07 – NOT RECORDED
107. KIMBERLY MILLER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR)	03/26/07 – NOT RECORDED
108. HEATHER BAUER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR)	03/26/07 – NOT RECORDED
109. JAMES MASSENBERG	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/06/07 – NOT RECORDED

BOOK 37 - 2007 LEGAL DOCUMENTS

	NAME	TITLE	SIGNED/RECORDED
110.	ADAM M. JOHNSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/10/07 – NOT RECORDED
111.	ROBERT PELLEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/17/07 – NOT RECORDED
112.	JOHN LEE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
113.	CHUCK UPDEGRAFT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
114.	BOB MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (FENCING CAMP)	04/09/07 – NOT RECORDED
115.	BOB MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (STAGE AND BASIC FENCING)	04/09/07 – NOT RECORDED
116.	ROBERT M. BILLIE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
117.	JOHN FITZGIBBONS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
118.	JOHN WELDON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
119.	KENNY CLAUS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/26/07 – NOT RECORDED
120.	DAVID J. WIEGHENS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
121.	DAVID J. MCNIFF	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
122.	MICHAEL HAMANN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
123.	DON BAKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
124.	D. RYAN RIGBY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
125.	ROBERT BERTHOLD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
126.	RON SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/01/07 – NOT RECORDED
127.	WILLIAM A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/01/07 – NOT RECORDED
128.	PAUL J. BOSCHERT, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED

BOOK 37 - 2007 LEGAL DOCUMENTS

	NAME	TITLE	SIGNED/RECORDED
129.	CHRISTOPHER GRIFFY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
130.	WILLIAM FLOTT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
131.	RANDY HOLLANDER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
132.	MICHAEL BRADSHAW	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
133.	MARK A. THOMAS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
134..	ROSEMARY SHOEMAKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
135.	ELLEN J. PARKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
136.	VINCENT M. MUGHETTO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
137.	NICHOLAS G. GROSS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
138.	RICHARD W. BOYER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
139.	MIKE BOSCHERT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
140.	MIKE FRANKLIN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
141.	BENJAMIN T. MENDENHALL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
142.	RICHARD WEISSFLOG	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
143.	TONY FARRELL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
144.	MICHAEL. G. DALPINI	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
145.	WILLIAM G. SANDERS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
146.	JOHN W. GUNTHER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
147.	GARY A. SPEAR	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED

BOOK 37 - 2007 LEGAL DOCUMENTS

	NAME	TITLE	SIGNED/RECORDED
148.	ART MERCER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
149.	STEVEN CECIL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
150.	D. J. PALAZZOLO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
151.	WILLIE CLARK	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
152.	RONALD CHINKLEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
153.	DENNIS WATTS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
154.	DAVID E. MOEHLENKAMP	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	02/20/07 – NOT RECORDED
155.	ROBERT STRUCKHOFF	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/22/07 – NOT RECORDED
156.	JAMES L. PETTIG, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
157.	CHARLES BREWER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
158.	CHRIS GOVERO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
159.	ROY WAYCHOFF	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
160.	RICK FERGUSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
161.	MICHAEL PRICE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/18/07 – NOT RECORDED
162.	KURT SCATURRO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
163.	RANDY STRINGER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 NOT RECORDED
164.	BRIAN SCHULTEHENRICH	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/04/07 – NOT RECORDED
165.	STEVEN A. EDGECOMB	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/05/07 – NOT RECORDED
166.	DAVID STIEBEL	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR	03/26/07 – NOT RECORDED

BOOK 37 - 2007 LEGAL DOCUMENTS

	NAME	TITLE	SIGNED/RECORDED
167.	GOOD PARTNERS, LLC	PROFESSIONAL SERVICES AGREEMENT GOLF INSTRUCTOR	04/01/07 – NOT RECORDED
168.	JOE O'COIN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	03/11/07 – NOT RECORDED
169.	ADAM HILL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/19/07 – NOT RECORDED
170.	CRAIG PAULY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	04/28/07 – NOT RECORDED
171.	MELISSA MCDONNELL	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR	03/26/07 – NOT RECORDED
172.	PATRICIA O'DELL-HORNER	PROFESSIONAL SERVICES AGREEMENT CAMP INSTRUCTOR	05/01/07 – NOT RECORDED
206.	ERIN DARLING	PROFESSIONAL SERVICES AGREEMENT (ART CAMP COORDINATOR)	06/04/07 – NOT RECORDED
222.	VICKI VOJAK	PROFESSIONAL SERVICES AGREEMENT (REC-PLEX TRIATHLON – 05/07 – 10/07)	06/12/07 – NOT RECORDED
223.	C. R. VAN DYKE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/07 – 05/08)	05/10/07 – NOT RECORDED
224.	TIM BRADLEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 04/07 – 05/08)	06/01/07 – NOT RECORDED
225.	STANFORD R. SIMPSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 04/07 – 05/08)	05/30/07 – NOT RECORDED
226.	VICTORIA BROWN	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 06/07 – 06/08)	06/14/07 – NOT RECORDED
227.	MELISSA KNOLL	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 06/07 – 06/08)	06/14/07 – NOT RECORDED
228.	JOE ROTHER	PROFESSIONAL SERVICES AGREEMENT (RENEWAL REC-PLEX TRIATHLONS)	06/07 – NOT RECORDED
248.	BRITA WEIGHT	PROFESSIONAL SERVICES AGREEMENT (INCLUSIVE RECREATION 07/07 – 06/08)	07/16/07 – NOT RECORDED
259.	JUDITH M. GANTNER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	07/09/07 – NOT RECORDED
260.	PATRICIA M. BAYES	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	06/15/07 – NOT RECORDED
261.	ELI KALING	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE SKATING INSTRUCTOR)	07/17/07 – NOT RECORDED
262.	RYAN M. SWIFT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL)	06/12/07 – NOT RECORDED

BOOK 37 - 2007 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
273. PHYLLIS A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 4/07 – 5/08)	08/01/07 – NOT RECORDED
290. ALAN D. ECKHOFF	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 04/07 – 05/08)	07/30/07 – NOT RECORDED
298. DAVID G. RICHARDSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 04/07 – 05/08)	07/26/07 – NOT RECORDED
312. RUTH DAVENPORT	PROFESSIONAL SERVICES AGREEMENT (YOGA – AS NEEDED)	09/12/07 – NOT RECORDED
321. LOYD W. MILLER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL – 4/07 – 6/08)	08/24/07 – NOT RECORDED
336. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT (ART THERAPIST 09/20/07 – 10/25/07)	09/18/07 – NOT RECORDED
368. DAVID STIEBEL	PROFESSIONAL SERVICES AGREEMENT (ART INSTRUCTOR – 10/20/07 – 04/12/08)	09/18/07 – NOT RECORDED
369. GLADYS KULLMAN	PROFESSIONAL SERVICES AGREEMENT (ART INSTRUCTOR – 11/15/07 – 04/10/08)	09/18/07 – NOT RECORDED
370. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT (ART INSTRUCTOR – 12/08/07 – 03/08/08)	09/18/07 – NOT RECORDED
371. NORMA REDWINE	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 10/07 – 10/08)	10/05/07 – NOT RECORDED
372. MARY RAYE EMMONS	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 10/07 – 10/08)	10/08/07 – NOT RECORDED
373.. HEATHER BAUER	PROFESSIONAL SERVICES AGREEMENT (ART INSTRUCTOR – 11/10/07 – 01/12/08)	09/18/07 – NOT RECORDED
374. MIKE MC MANUS	PROFESSIONAL SERVICES AGREEMENT (BASEBALL UMPIRE 9/07 – 9/08)	10/06/07 – NOT RECORDED
375. ROBERT PETERS	PROFESSIONAL SERVICES AGREEMENT (BASEBALL OFFICIAL – 9/07 – 11/08)	10/22/07 – NOT RECORDED
376. NEAL JORDAN	PROFESSIONAL SERVICES AGREEMENT (BASEBALL UMPIRE 9/07 – 9/08)	10/23/07 – NOT RECORDED
425. EUGENE MARES	PROFESSIONAL SERVICES AGREEMENT BASKETBALL OFFICIAL – 10/07 – 1108	10/20/07 – NOT RECORDED
426. SHARI L. GANTNER	PROFESSIONAL SERVICES AGREEMENT SOFTBALL OFFICIAL 4/07 – 5/08	09/21/07 – NOT RECORDED
427. JEFF LUKSZA	PROFESSIONAL SERVICES AGREEMENT BASKETBALL OFFICIAL 10/07 – 1/08	10/27/07 – NOT RECORDED
453. EDWARD DRAINE	PROFESSIONAL SERVICES AGREEMENT (BASEBALL UMPIRE 9/07 – 11/08)	10/31/07 – NOT RECORDED

BOOK 37 - 2007 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
454. RUTH DAVENPORT	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 9/07 – 11/08)	11/13/07 – NOT RECORDED
505. ELI KEILING	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE SKATING INSTRUCTOR)	07/19/07 - NOT RECORDED
506. JEF FLETCHER	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL 10/07 – 10/08)	10/01/07 – NOT RECORDED
507. EMILY GOBLE	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 9/07 – 11/08)	12/03/07 – NOT RECORDED
525. DON WHITELAW	PROFESSIONAL SERVICES AGREEMENT (BASEBALL UMPIRE 9/07 – 11/08)	09/01/07 – NOT RECORDED

BOOK 37 - 2007 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
<u>2007 HOME HELP PROGRAM APPLICATIONS</u>		
1. THERESA RAGLIN	DEED OF TRUST, PROMISSORY NOTE LOT 194 HICKORY RIDGE, PLAT TWO FULL DEED OF RELEASE	02/27/07 - 03/23/07 03/02/12 – 03/05/12
2. MASANORI MIYAMA AND ARLENE GREER-MIYAMA	DEED OF TRUST, PROMISSORY NOTE LOT 6 AMHERST FULL DEED OF RELEASE	02/27/07 – 03/23/07 03/02/12 – 03/05/12
3. WALLACE W. AND SHERYL J. MELTON	DEED OF TRUST, PROMISSORY NOTE LOT 545 HICKORY RIDGE, PLAT 5 FULL DEED OF RELEASE	02/29/07 – 03/23/07 03/02/12 – 03/07/12
4. JEANETTE F. KONERTZ	DEED OF TRUST, PROMISSORY NOTE UNIT A OF BLDG 19 OF THE OLD FARM ON DINGLEDINE ROAD, PLAT 2 FULL DEED OF RELEASE	02/28/07 – 03/23/07 03/23/12 – 03/26/12
5. ROBERT J. AND MARGARET E. PRIEST	DEED OF TRUST, PROMISSORY NOTE LOT 11 HARVEST POINT, PLAT ONE FULL DEED OF RELEASE	03/01/07 – 03/23/07 03/02/12 – 03/05/12
6. DIANE MARIE GNAU	DEED OF TRUST, PROMISSORY NOTE LOT 225 SUNNY HILL ESTATES, PLAT 2 FULL DEED OF RELEASE	03/02/07 – 03/23/07 04/10/07 – 04/23/07
7. ROBERT L AND JOYCE ANN HOLLIDAY	DEED OF TRUST, PROMISSORY NOTE LOT 8 SPRING VALLEY SUBDIVISION NO. 2 FULL DEED OF RELEASE	03/05/07 – 03/23/07 03/06/12 – 03/07/12
8. SUSAN L. BRYAN	DEED OF TRUST, PROMISSORY NOTE LOT 140 BROOKMOUNT ESTATES, PLAT 3 FULL DEED OF RELEASE	03/06/07 – 03/23/07 03/06/12 – 03/07/12
9. JENNIFER BERENDZEN	DEED OF TRUST, PROMISSORY NOTE LOT 717 SPENCER CREEK WEST VILLAGES, PLAT 7 – SUBORDINATION AGREEMENT FULL DEED OF RELEASE	03/06/07 – 03/23/07 04/01/11 – 05/04/11 03/06/12 – 03/07/12
10. ELIZABETH DUBOIS	DEED OF TRUST, PROMISSORY NOTE LOT 166 BROOKMOUNT ESTATES, PLAT 3 FULL DEED OF RELEASE	03/06/07 – 03/23/07 03/06/12 – 03/07/12
11. DAVID A. & GLORIA A. WYATT	DEED OF TRUST, PROMISSORY NOTE LOT 76 PARK RIDGE ESTATES PLAT 4 FULL DEED OF RELEASE	03/07/07 – 03/23/07 03/09/12 – 03/20/12
12. ERIC L. WILSON	DEED OF TRUST, PROMISSORY NOTE LOT 44 PLUM CREEK SUBDIVISION SUBORDINATION AGREEMENT FULL DEED OF RELEASE	02/26/07 – 03/23/07 09/24/08 – 02/19/09 03/02/12 – 03/05/12
13. RUSTY L. & TRACY WILLIAMS	DEED OF TRUST, PROMISSORY NOTE LOT 592 HICKORY RIDGE PLAT 4	03/12/07 – 04/02/07

BOOK 37 - 2007 LEGAL DOCUMENTS

	NAME	TITLE	SIGNED/RECORDED
		FULL DEED OF RELEASE	02/23/12 – 03/26/12
14.	JOSEPH M. & MARY ANN TISCHLER	DEED OF TRUST, PROMISSORY NOTE LOT 239 HICKORY RIDGE PLAT 4 FULL DEED OF RELEASE	03/07/07 – 04/02/07 03/09/12 – 03/20/12
15.	MARY JACQUELINE SARTOR	DEED OF TRUST, PROMISSORY NOTE LOT 31-A VILLE DU PRE FULL DEED OF RELEASE	03/07/07 – 04/02/07 03/09/12 – 03/20/12
16.	DIANA PILE	DEED OF TRUST, PROMISSORY NOTE LOT 118 RESUBDIVISION OF LOTS 116 THRU 118 OF SPANISH TRAILS, PLAT 2 AFFIDAVIT OF SCRIVENER'S ERROR	03/09/07 – 04/02/07 04/20/10 – 04/29/10
17.	DEAN A. & DONNA A. PETERS	DEED OF TRUST, PROMISSORY NOTE LOT 394 TANGLEWOOD PLAT 6 SUBORDINATION AGREEMENT FULL DEED OF RELEASE	03/07/07 – 04/02/07 10/19/10 – 10/29/10 03/09/12 – 03/26/12
18.	JANET C. KNEHANS	DEED OF TRUST, PROMISSORY NOTE LOT 512 APPLEWOOD PLAT 5 FULL DEED OF RELEASE	03/13/07 – 04/02/07 03/23/12 – 03/26/12
19.	MARGARET PHILLIPPE KELLEY	DEED OF TRUST, PROMISSORY NOTE CORRECTED DEED OF TRUST LOT 1 HOPE COURT SUBDIVISION FULL DEED OF RELEASE	03/12/07 – 04/02/07 04/30/07 – 05/01/07 03/23/12 – 03/26/12
20.	ELIZABETH DUBOIS	DEED OF TRUST, PROMISSORY NOTE LOT 166 BROOKMOUNT ESTATES FULL DEED OF RELEASE	03/06/07 – 04/02/07 03/06/12 – 03/07/12
21.	HEATHER C. DAIBER	DEED OF TRUST, PROMISSORY NOTE LOT 20 LAKES OF DEVONDALE, PLAT 1 FULL DEED OF RELEASE	03/09/07 – 04/02/07 03/09/12 – 03/20/12
22.	CAROL A. COLYER	DEED OF TRUST, PROMISSORY NOTE LOT 30A VILLE DU PRE	03/13/08 – 04/02/07
23.	RHONDA B. BERNSTEIN	DEED OF TRUST, PROMISSORY NOTE 3209 MILLRACE DRIVE FULL DEED OF RELEASE	03/09/07 – 04/02/07 03/26/12 – 03/27/12
24.	PEGGY A. WILLIAMS	DEED OF TRUST, PROMISSORY NOTE LOT 716 SPENCER CREEK WEST VILLAGE, PLAT 7 FULL DEED OF RELEASE	03/14/07 – 04/02/07 03/23/12 – 03/26/12
25.	KEVIN A. MCDANIEL	DEED OF TRUST, PROMISSORY NOTE LOT 610 BROOKMOUNT ESTATES FULL DEED OF RELEASE	03/14/07 – 04/02/07 03/23/12 – 03/26/12
26.	JEANNINE H. LIEKWEG	DEED OF TRUST, PROMISSORY NOTE LOT 30 CORRECTION PLAT FOR LOTS 30, 31, 32, 33 OF SPENCER CREEK NOB HILL, PLAT 4 FULL DEED OF RELEASE	03/14/07 – 04/02/07 03/23/12 – 03/26/12

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	NAME	TITLE	SIGNED/RECORDED
27.	JOHN E. & PATRICIA A. RIGGLE	DEED OF TRUST, PROMISSORY NOTE A LOT OF GROUND WITHIN LOT 4 OF HI-POINT ACRES FULL DEED OF RELEASE	03/15/07 – 04/02/07 03/23/12 – 03/26/12
28.	DONNA J. RUDOLPH	DEED OF TRUST, PROMISSORY NOTE LOTS 57 AND 60 LAUREL VILLAGE PHASE 8 FULL DEED OF RELEASE	03/15/07 – 04/02/07 03/23/12 – 03/26/12
29.	SHERRY KUCHTA	DEED OF TRUST, PROMISSORY NOTE LOT 373 PEGASUS FARMS, PLAT 4 FULL DEED OF RELEASE	03/15/07 – 04/02/07 03/23/12 – 03/26/12
30.	ROY L., JR. & SHIRLEY HENRY	DEED OF TRUST, PROMISSORY NOTE LOT 134 SPENCER CREEK EAST VILLAGE 4 FULL DEED OF RELEASE	03/16/07 – 04/02/07 03/23/12 – 03/26/12
31.	TRACI ANN & FRANCIS CHRISTOPHER HIGGS	DEED OF TRUST, PROMISSORY NOTE LOT 419 APPLEWOOD, PLAT 4 AMENDED FULL DEED OF RELEASE	03/13/07 – 04/02/07 03/23/12 – 03/26/12
32.	RICHARD C. & JULIE M. VESTAL	DEED OF TRUST, PROMISSORY NOTE PART OF LOT 6 CEDAR RIDGE II, PLAT 1 FULL DEED OF RELEASE	03/17/07 – 04/02/07 03/23/12 – 03/26/12
33.	KEN A. & JONI KAY VAN COUTREN	DEED OF TRUST, PROMISSORY NOTE LOT 494 TANGLEWOOD, PLAT 7 FULL DEED OF RELEASE	03/20/07 – 04/02/07 03/23/12 – 03/26/12
34.	LINDA G. BAKER	DEED OF TRUST, PROMISSORY NOTE LOT 378 TANGLEWOOD, PLAT 6 FULL DEED OF RELEASE	03/26/07 – 04/02/07 03/26/12 – 03/27/12
35.	SUMAN R. & URVASHI S. THAKER	DEED OF TRUST, PROMISSORY NOTE LOT 11 MC CLAY GARDENS FULL DEED OF RELEASE	04/10/07 – 04/23/07 904/12/12 – 04/30/12
36.	STACEY R. DANIEL & ELSIE F. DANIEL	DEED OF TRUST, PROMISSORY NOTE LOT 220 CRESCENT HILLS PLAT 3 FULL DEED OF RELEASE	04/12/07 – 04/23/07 04/12/12 – 04/30/12
37.	MARY & JACK BUMB	DEED OF TRUST, PROMISSORY NOTE LOT 513 EAGLEWOOD PLAT 5 FULL DEED OF RELEASE	04/19/07 – 04/23/07 04/19/12 – 04/30/12
38.	JENNY LU TARRANT	DEED OF TRUST, PROMISSORY NOTE LOT 178 SUNNY HILLS ESTATES PLAT 2 FULL DEED OF RELEASE	04/19/07 – 04/23/07 04/19/12 – 04/30/12
39.	JUDY LUEBBERT	DEED OF TRUST, PROMISSORY NOTE LOT 216 ENWOOD PLAT 4 FULL DEED OF RELEASE	06/06/07 – 06/14/07 06/06/12 – 06/07/12

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NAME	TITLE	SIGNED/RECORDED
40. CHRISTOPHER M. QUINN	DEED OF TRUST, PROMISSORY NOTE LOT 496 BROOKMOUNT ESTATES PLAT 11 FULL DEED OF RELEASE	08/17/07 – 08/22/07 08/17/12 – 08/20/12
41. MARY C. MOOG	DEED OF TRUST, PROMISSORY NOTE LOT 131 HICKORY RIDGE	11/19/07 – 11/29/07
42. JODI L. KRIEBAUM	DEED OF TRUST, PROMISSORY NOTE 312 MORNINGSIDE DRIVE	11/05/07 – 11/28/07
43. MARLENE B. NORTH	DEED OF TRUST, PROMISSORY NOTE LOT 31 CEDAR RIDGE II- PLAT TWO FULL DEED OF RELEASE	12/04/07 – 12/20/07 12/04/07 – 02/19/08
44. JULIE K. MARTIN	DEED OF TRUST, PROMISSORY NOTE UNIT B OF BLDG 16 OLD FARM ON DINGLEDINE RD. PLAT 2 CONDO PLAT OF BLDG 12, 14, 15 & 16 158 OLD BUGGY CT FULL DEED OF RELEASE	06/12/07 – 06/25/08 06/18/12 – 06/20/12
45. PHILLIP M. KUHLMANN	DEED OF TRUST, PROMISSORY NOTE UNIT 1734 MENTECITO 1734 PIEDMONT CIRCLE FULL DEED OF RELEASE	02/27/07 – 02/28/07 03/02/12 – 03/05/12
46. JENNIFER L. TIMMONS	FULL DEED OF RELEASE LOT 109 ASHLEIGH ESTATES 3001 ALMOND TREE DRIVE	03/02/12 – 03/08/12
47. KARA J. SOHN	DEED OF TRUST, PROMISSORY NOTE LOT 252 BROOKMOUNT ESTATES, PLAT 5 19 SYLVIA FULL DEED OF RELEASE	03/29/07 – 04/04/07 05/03/12 – 05/04/12