CITY OF ST. PETERS
BOARD OF ALDERMEN

TENTATIVE AGENDA FOR REGULAR MEETING
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE, ST. PETERS, MO 63376

May 26, 2016 - 7:00 P.M.

A. Call to Order, Mayor Len Pagano

B. Roll Call

C. Opening Ceremonies

1. Invocation

2. Pledge of Allegiance

3. Citizen Police Academy Graduation

4. Budget Award: Distinguished Budget Presentation Award from the Government Finance Officers Association Presented to Erin Gardner

5. Budget Award: Certificate of Recognition for Budget Presentation from the Government Finance Officers Association Presented to Erin Gardner

D. Approval of Minutes: The Board of Aldermen Work Session meeting of May 12, 2016; the Regular Board of Aldermen meeting of May 12, 2016; and FY-17 Budget Work Session Minutes of May 3, 2016

E. Reports of Officers, Boards and Commissions

1. Mayoral Report of Appointments to Boards and Commissions

   a. Appointments to the Veterans Memorial Commission

2. City Administrator's Report:

3. Report of Director, Planning, Community and Economic Development:

   a. Petition 16-07, Special Use Permit - 370 Speedway, LLC - Powers

4. St. Peters Business Spotlight: None

F. Open Forum

1. Citizens Petitions and Comments

2. Communications from the Elected Officials

3. Announcements

G. Public Hearings:

1. Voluntary Annexation – Hamilton Property, 60 Circle Way - Powers

H. Unfinished (Old) Business Items: None

I. New Business Items:

1. Bill No. 16-67: Bill approving a Special Use Permit in the SL Special St. Peters Lakeside 370 District to permit an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility and associated uses, in response to Petition 16-07 (370 Speedway, LLC) and adopting the Findings of Fact and Conclusions of Law with respect thereto

2. Bill No. 16-68: Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an Amendment to a Permanent Drainage Easement Agreement for the P-5 Stormwater Improvement Project (Wentzway Corporation)

3. Bill No. 16-69: Bill authorizing the City Administrator of the City of St. Peters, Missouri, to amend an agreement with Geosyntec Consulting to provide additional Professional Services for the West Drive Basin / Jungermann Road Flooding Improvement Project P-22 / 23

4. Bill No. 16-70: Bill authorizing the City Administrator of the City of St. Peters, Missouri to enter into a Missouri Highways and Transportation Commission Transportation Alternatives Funds Program Agreement for the Mid Rivers Mall Drive Multi-Use Path Project (Federal Project No. TAP 7305(616))

5. Bill No. 16-71: Bill amending Schedule III and Table III-A., establishing parking restrictions on a portion of Blue Water Drive, of Title III, Chapter 365, Section 365.030 of the Municipal Code of the City of St. Peters, Missouri [Sponsor: Thomas]

6. Bill No. 16-72: Bill authorizing the City Administrator of the City of St. Peters, Missouri, to execute a termination of Temporary Construction Easement for a Temporary Construction Easement granted to the City of St. Peters by the Church of God at Spencer Creek for the Willott Road Bridge Replacement Project – Federal Project No. BRM 7305(610)

7. Bill No. 16-73: Bill authorizing the City Administrator of the City of St. Peters, Missouri, to execute a termination of Temporary Construction Easement for a Temporary Construction Easement granted to the City of St. Peters by Scott A. Sanders and Rebecca S. Sanders for the Willott Road Bridge Replacement Project – Federal Project No. BRM 7305(610)

8. Bill No. 16-74: Bill authorizing the City Administrator of the City of St. Peters, Missouri, to execute a termination of Temporary Construction Easements for two (2) Temporary Construction Easements granted to the City of St. Peters by St. Peters Condominium Association for the Willott Road Bridge Replacement Project – Federal Project No. BRM 7305(610)

9. Bill No. 16-75: Bill authorizing the Mayor of the City of St. Peters, Missouri, to execute the Cooperation Agreement between the County of St. Charles and the City of St. Peters for participation in the Community Development Block Grant Program for fiscal years 2017 through 2019

10. Bill No. 16-76: Bill approving a Capital Improvement Plan for the City of St. Peters

11. Bill No. 16-77: Bill amending Ordinance No. 6398 and Ordinance No. 6440 providing for the adoption of the General Fund, Debt Service Fund, Community Development Block Grant Fund, Community Development Block Grant Subrecipient Fund, Local Parks and Storm Water Fund, Sewer Lateral Repair Program Fund, Special Allocation Funds, Transportation Trust Fund, Water Service Line Repair Program Fund, Central Materials Processing Facility Fund, Recreation Fund, Solid Waste Fund, and Water/Sewer Fund Budgets for the City of Saint Peters for Fiscal Year Commencing on October 1, 2015 and ending September 30, 2016

12. Bill No. 16-78: Bill directing the City Administrator of the City of St. Peters, Missouri, to execute a certain PCS Site Lease Agreement (Arrowhead Water Tank/ST03XC080) by and between the City of ST. Peters and Spring Spectrum L.P.

13. Resolution authorizing the offering for sale of General Obligation Bonds of the City of St. Peters, Missouri

J. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

K. Adjournment

AGENDA Posted at City Hall: May 23, 2016 at 9:00 a.m.
By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: June 23, 2016

CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
May 12, 2016

BOARD OF ALDERMEN ITEMS FOR DISCUSSION

The Work Session was called to order at approximately 5:00 p.m. on Thursday, May 12, 2016 at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. The following were present: Mayor Pagano; Alderman Aytes, Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Board President Reitmeyer; Alderman Shea; Alderman Thomas, Alderman Violet; Bill Charnisky, City Administrator; Jeff Finkelstein, Chief of Police; Special Counsel Weber; Russ Batzel, Transportation and Development Services Manager; Bill Malach, Water Environment Services Manager; Dave Kuppler, Health and Environmental Services Manager; Rick Oloteo, Director of Recreation Services; Patty Smith, City Clerk.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOARD OF ALDERMEN ITEMS FOR DISCUSSION

NEW BUSINESS ITEMS

Alderman Barclay moved and Alderman Bateman seconded the motion to remove Discussion/Code Amendment to Restrictions on Use of Memorial Sites from the agenda for discussion. The motion was approved.

DISCUSSION/CODE AMENDMENT TO RESTRICTIONS ON USE OF MEMORIAL SITES – SHEA

Alderman Shea discussed 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. He provided a current copy of the City Code Sec. 240.110 Restrictions on Use of Memorial Sites and Chapter 405: Zoning and Subdivision Regulations Sec. 405.750 on Temporary Signs for discussion. Discussion included the process of removing temporary and political signs within the public right-of-way; and placement of political signs within one hundred feet of a polling place for public election, which would not intersect into the proposed 130 foot radius from the center of the memorial structure. Discussion on the proper language to adopt was held and Chief Finkelstein recommended wording be added to clarify what a designated memorial site is, defining its parameters for enforcement purposes and suggested Alderman Shea to work with staff on the proper language. Alderman Barclay suggested using the wording from City Code Sec. 405.750 Section E.1. regarding signs on City right-of-way and City property, which would eliminate the proposed 130 foot prohibited area requirement. The consensus of the Board was to allow staff to

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review with Aldermen Shea for proper language. Alderman Shea made a motion to move forward and change the wording in the current ordinances. Alderman Hollingsworth moved to amend the motion to say Alderman Shea is "to work with staff in an effort to come up with language" instead of insisting that there be language. Alderman Thomas seconded the motion as amended. All in favor, the motion was approved. **This item will be placed on a future Board of Aldermen meeting agenda for further review and consideration.**

Alderman Hollingsworth moved and Alderman Bateman seconded the motion to remove Discussion/No Parking on Blue Water Drive from the agenda for discussion. The motion was approved.

DISCUSSION/NO PARKING ON BLUE WATER DRIVE – THOMAS

Alderman Thomas explained the location of the parking concern with a map on the overhead. He stated the Board of Directors of Laurel Springs Subdivision contacted him and requested prohibiting parking on both sides of Blue Water Drive at the entrance of the subdivision because vehicles parked near the entrance have caused safety and congestion concerns with the residents. Currently, parking on the south side of Blue Water Drive at the entrance is prohibited and Alderman Thomas proposed to include no parking on the north side from Belleau Creek Road to the east boundary line of 103 Blue Water Drive, to prevent accidents from occurring. Questions arose regarding the City's process on prohibiting parking and whether the homeowners are aware of this proposal, which also raised concerns of where visitors will park. Mr. Batzel explained the City's process and stated that the homeowners are aware, although not in favor; however the Homeowners Association and Trustees are in favor of this proposal. After further discussion and review of this item, it was recommended to move forward with the prohibiting of parking. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to place this item on the May 26, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the May 26, 2016 Board of Aldermen meeting agenda for consideration.**

MAYOR/CITY ADMINISTRATOR ITEMS FOR DISCUSSION

NEW BUSINESS ITEMS

Alderman Violet moved and Alderman Hollingsworth seconded the motion to remove Mid Rivers Mall Drive Multi-Use Path TAP Agreement from the agenda for discussion. The motion was approved.

MID RIVERS MALL DRIVE MULTI-USE PATH TAP AGREEMENT – BATZEL

Mr. Batzel explained the City is currently under design for roadway improvements on Mid Rivers Mall Drive between Cottleville Parkway and Dye Club Road. This is a road widening project with some turn lanes and signal improvements. This 2.3 million dollar project also involves a bridge widening over Dardenne Creek. The City has a cost sharing agreement with the County Road Board as a 80/20 cost share project. A portion of this project involves a multi-use path on the west side of Mid Rivers Mall Drive which separates the vehicle traveling lanes and the pedestrians. The City applied for a Transportation

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Alternative Program Federal Grant and was awarded approval for the grant in the amount of $257,636; which will cover 80% of the overall project cost. An agreement with Missouri Department of Transportation is needed to receive this grant. Questions from the Alderman were addressed. Alderman Reitmeyer moved and Alderman Barclay seconded the motion to place this item on the May 26, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the May 26, 2016 Board of Aldermen meeting agenda for consideration.**

Alderman Violet moved and Alderman Bateman seconded the motion to remove Amendment to Engineering Agreement for West Dr Basin /Jungermann Rd Project from the agenda for discussion. The motion was approved.

AMENDMENT TO ENGINEERING AGREEMENT FOR WEST DR BASIN /JUNGERMANN RD PROJECT – BATZEL

Mr. Batzel stated on August 13, 2015 the City entered into an Engineering Services agreement with Geosyntec Consulting to evaluate flooding issues on Jungermann Road near Boone Hills Drive; this is our Proposition Project P-22/23. Geosyntec Consulting began a stormwater study last fall and Mr. Batzel gave a slideshow presentation which explained the study area; which involved 365 acres. The consultants are recommending six improvements to this large water shed; which was explained in the presentation. City staff recommended amending the Professional Services agreement with Geosyntec Consulting to complete phase II design services to prepare bid documents for the West Drive basin/Jungermann Road Flood Improvement Project. Questions regarding the timeline were addressed. The design portion will take until the end of the year and may start one or more projects at that time and be completed in 2017. Alderman Thomas moved and Alderman Hollingsworth seconded the motion to place this item on the May 26, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the May 26, 2016 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Hollingsworth seconded the motion to remove Bid Recommendation/ Rec-Plex Drop Off and Parking Lot Improvement Project from the agenda for discussion. The motion was approved.

BID RECOMMENDATION/ REC-PLEX DROP OFF AND PARKING LOT IMPROVEMENT PROJECT – OLOTEO

Mr. Rick Oloteo advised that on May 3, 2016, four (4) bids were received for the Rec-Plex Drop-off and Parking Lot Improvement Project. Knoebel Construction, Inc. of Fenton, MO, submitted the lowest bid of $739,739. Knoebel's bid is 27% lower than the next lowest bid received and 28% lower than the average bid. The total cost for the project will be $860,739 after accounting for design services and estimated cost of re-vegetation and landscaping that will be conducted by City staff. Based on City staff review, Knoebel has the staff, resources and experience necessary to complete the project as specified. Questions from the Aldermen were addressed. This project is expected to begin in June and be completed by late October 2016. **This is business item I-12 on this evening's Board of Aldermen meeting agenda for consideration.**

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Alderman Violet moved and Alderman Bateman seconded the motion to remove Community Development Block Grant Update from the agenda for discussion. The motion was approved.

COMMUNITY DEVELOPMENT BLOCK GRANT UPDATE – HECKART

Ms. Amy Heckart, Economic and Community Services Coordinator, gave a PowerPoint presentation update on the Community Development Block Grant (CDBG) and St. Peters accomplishments as a participating jurisdiction within the St. Charles Urban County. Discussion was held and questions were addressed by the Aldermen. Ms. Heckart explained that the City of St. Peters needs to notify St. Charles County of intent to re-qualify as a member of Urban County through a new Cooperation Agreement for FY 2017-2019, with an option to auto renew for FY 2020-2022. St. Charles County will submit all documentation to the U.S. Department of Housing and Urban Development. Alderman Hollingsworth moved and Alderman Barclay seconded the motion to place this item on the May 26, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the May 26, 2016 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Violet seconded the motion to remove Sunset Fridays Update from the agenda for discussion. The motion was approved.

SUNSET FRIDAYS UPDATE – BEDIAN

Ms. Bedian gave an update on the Sunset Fridays' upcoming concert lineups at the Corporate Pavilion at 370 Lakeside Park. The 2016 Season will have 12 concerts with a variety of entertainment including: Wade Trent, Rock/Country music; Oh Brother, Rock music; Acoustik Element, Spanish/Latin, Sins of the Pioneers, Bluegrass; Joe Mancuso Trio, Jazz; Acoustic Music Jam, Acoustic Hits; Marissa Harms with Wade Trent, Pop and Country; The Catapults, Blues/Funk; Dawn Weber Jazz Trio, Jazz; Blues Plus, Blues/Rock/Country; Oliver Nelson Jr. Quartet, Jazz; Delta Sol Revival, Blues/Rock/Latin & Soul music. Mid Rivers Newsmagazine, The Roots radio station, SSM Health and Commerce Bank are sponsoring these events. The Roots radio station will be broadcasting live during the concerts. Ms. Bedian also advised that a new sounds system was purchased and is available for use by the artists.

Alderman Reitmeyer moved and Alderman Violet seconded the motion to remove Secretary of State/Records Retention Schedule from the agenda for discussion. The motion was approved.

SECRETARY OF STATE/RECORDS RETENTION SCHEDULE – SMITH

City Clerk Smith stated that the Destruction of Records forms provided in this evening's meeting packet necessitate being entered and made a part of the minutes of the Board of Aldermen for May 12, 2016. Alderman Thomas moved and Alderman Hollingsworth seconded the motion to accept the City Clerk's report regarding the Destruction of Record forms that are provided in the Work Session packet and to be entered into the May 12, 2016

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minutes of the Board of Aldermen. The motion was approved. **No further Board of Aldermen action is required on this item.**

MISCELLANEOUS UPDATES – CHARNISKY

Ms. Lisa Bedian presented a slide show providing information on what Proposition Q supports. Prop Q is for Quality of Life in St. Peters and is a no tax increase $12 million dollar bond issue on the August 2, 2016 ballot. If approved, this will support the St. Peters Outdoor Aquatic Center, Golf Clubhouse Replacement/Event-Community Center, and a second access road from Rec-Plex South Parking lot to Indacom Drive off Boone Hills. Ms. Bedian gave further details of each proposed project, which are available for viewing on the City's website.

BOARD MEETING AGENDA ITEM REVISIONS – CHARNISKY

None

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session was called at this time.

ADJOURNMENT

Alderman Violet moved and Alderman Hollingsworth seconded the motion to adjourn the Work Session meeting. The motion was approved and the Work Session meeting was adjourned at approximately 6:18 p.m.

Submitted by,

Patricia E. Smith
City Clerk

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CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN MINUTES
MAY 12, 2016

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 7:00 p.m. on May 12, 2016, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. Present were: Mayor Pagano; Alderman Aytes; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Board President Reitmeyer; Alderman Shea; Alderman Thomas; Alderman Violet; Bill Charnisky, City Administrator; Randy Weber, Special Counsel; Jeff Finkelstein, Chief of Police; Patty Smith, City Clerk. The Invocation was delivered by Pastor Steve Koeneman. The Pledge of Allegiance was led by Mayor Pagano.

VETERANS COMMISSION REPORT

Mr. Walt Sitzwohl, Jr. from the City of St. Peters Veteran's Memorial Commission gave a Veterans Commission Report update on Pennies for Patriots and the Hall of Honor. Mr. Sitzwohl reported that to date, they have collected 4,453 pounds of aluminum cans, which would equate to a total of $1,781.20 for the USO. There are now 22 plaques that have been installed on the Hall of Honor.

ST. PETERS BUSINESS RECOGNITION PROGRAM

The following business received special recognition from the Mayor and Board of Aldermen to honor those businesses which have been established in the City of St. Peters for over 25 years: Harvester Barber Shop, 515 Jungermann Rd. (Ward 3). Aldermen Violet and Shea presented the business owner with a plaque and a variety of City related coupons for owners and employee use.

OATH OF OFFICE: BEN BRANCH, SERGEANT

Chief Finkelstein spoke of Sergeant Branch's background and administered the Ceremonial Oath of Office. Sergeant Branch introduced his family in attendance.

OATH OF OFFICE: WAYNE D. CASTELLO JR., LIEUTENANT

Chief Finkelstein spoke of Police Lieutenant Castello's background and administered the Ceremonial Oath of Office.

OATH OF OFFICE: ROBERT TREADWAY, LIEUTENANT

Chief Finkelstein spoke of Police Lieutenant Treadway's background and then administered the Ceremonial Oath of Office.

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PROCLAMATION: "KIDS TO PARKS DAY", MAY 21, 2016

Alderman Violet presented Rick Oloteo, Director of Recreation, with the Proclamation for Kids to Parks Day by the National Parks Service on May 21, 2016; which encourages kids and families to get outside and enjoy our parks and have a more active lifestyle.

PROCLAMATION: "LETTER CARRIERS' FOOD DRIVE DAY", MAY 14, 2016

Alderman Hollingsworth presented Mr. Yochum from the St. Charles County Postal Office with the proclamation for the Letter Carriers Food Drive Day on May 14, 2016. Letter carriers will collect nonperishable food items placed by residents at their mailboxes on this date.

APPROVAL OF MINUTES: WORK SESSION MEETING OF APRIL 28, 2016 AND THE REGULAR BOARD OF ALDERMEN MEETING OF APRIL 28, 2016

Alderman Violet moved and Alderman Reitmeyer seconded the motion to approve the Board of Aldermen Work Session meeting minutes of April 28, 2016, and the Regular Board of Aldermen meeting minutes of April 28, 2016. The motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS

APPOINTMENT TO THE VETERANS MEMORIAL COMMISSION

Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to approve the appointment as an alternate member to the Veterans Memorial Commission as follows: Donald B. Philips, 6 Country Hill Road (Ward 1) for the term effective immediately and expiring December 31, 2019. All in favor, the motion was approved.

APPOINTMENT TO THE BOARD OF ADJUSTMENT

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to approve the appointment as a Member to the Board of Adjustment as follows: William Jaggi, 23 Green Pines Circle (Ward 1), for the term effective immediately and expiring May 31, 2021. All in favor, the motion was approved.

CITY ADMINISTRATOR'S REPORT:

None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

None

ST. PETERS BUSINESS SPOTLIGHT

None

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OPEN FORUM

CITIZENS PETITIONS AND COMMENTS

Mr. Mark Cirillo, 1425 Venus Drive displayed pictures overhead and spoke about his concerns with the standing water and street flooding from the stormwater basin in the Pegasus Farms Subdivision.

Mr. Dan Manternach, 1270 Poseidon Court spoke about his concerns with the stormwater basin in Pegasus Farms Subdivision regarding mosquitoes and property values.

COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

Alderman Bateman asked Mr. Batzel to address the concerns that were brought up earlier during citizen's petitions and comments in the Work Session. Mr. Batzel commented that his department is aware of the concerns and advised that the contractor still has to finish the project, which includes putting in vegetation and the Department of Natural Resources (DNR) inspected the basin today and found no problem or fault with the basin as it was constructed. The DNR found no evidence of mosquitoes in the basin. He reported the City also drops larvacide into the basins to ward off mosquito larva. Mr. Batzel stated he will contact the resident regarding the street flooding as he was unaware of that occurrence. Mayor Pagano explained that the work on the City's basins was the result of a Federal mandate, and also clarified the process of approving and engineering stormwater basins in the City of St. Peters.

ANNOUNCEMENTS

PUBLIC HEARINGS

None

UNFINISHED (OLD) BUSINESS ITEMS:

None

NEW BUSINESS ITEMS:

MOTION/APPROVED: BILL NO. 16-54: ORDINANCE NO. 6520: AN ORDINANCE TO ENABLE THE CITY OF ST. PETERS, MISSOURI TO JOIN THE MISSOURI CLEAN ENERGY DISTRICT PURSUANT TO SECTIONS 67.2800 TO 67.2835, INCLUSIVE, RSMO., THE "PROPERTY ASSESSED CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES WITHIN THE CITY AS A MEMBER OF SUCH DISTRICT [SPONSOR: MAYOR PAGANO]

Alderman Reitmeyer moved and Alderman Aytes seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Aytes seconded the motion to read Bill No. 16-54 for the first time. The motion carried and Alderman Reitmeyer read the Bill.

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Alderman Bateman moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Hollingsworth moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-54 was passed becoming Ordinance No. 6520.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-55: ORDINANCE NO. 6521: AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF CERTAIN STORM SEWER LINES AND CERTAIN WATER DISTRIBUTION LINES IN AND CONNECTED WITH FIRST AMENDMENT TO CVS AT MEXICO AND JUNGERMANN PLAT

Alderman Shea moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-55 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-55 was passed becoming Ordinance No. 6521

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-56: ORDINANCE NO. 6522: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH THE FORT ZUMWALT SCHOOL DISTRICT FOR THE P-24 COUNTRY HILL STORMWATER IMPROVEMENTS PROJECT

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-56 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Hollingsworth moved and Alderman Violet seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Hollingsworth moved and Alderman Bateman seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-56 was passed becoming Ordinance No. 6522.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-57: ORDINANCE NO. 6523: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT DRAINAGE EASEMENT WITH THE FORT ZUMWALT SCHOOL DISTRICT FOR THE P-27 CALWOOD CHANNEL IMPROVEMENTS PROJECT

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Alderman Hollingsworth moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Barclay seconded the motion to read Bill No. 16-57 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Shea moved and Alderman Bateman seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-57 was passed becoming Ordinance No. 6523.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-58: ORDINANCE NO. 6524: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A PERMANENT ROADWAY MAINTENANCE AND UTILITY EASEMENT AGREEMENT WITH THE U.S. BANK NATIONAL ASSOCIATION

Alderman Violet moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-58 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Reitmeyer moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-58 was passed becoming Ordinance No. 6524.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-59: ORDINANCE NO. 6525: AN ORDINANCE DIRECTING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN CONSULTING AGREEMENT BY AND BETWEEN THE CITY OF ST. PETERS, MISSOURI, AND CHARNISKY INVESTMENTS, LLC

Alderman Shea moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-59 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-59 was passed becoming Ordinance No. 6525.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

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MOTION/APPROVED: BILL NO. 16-60: ORDINANCE NO. 6526: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE RICHMOND, REGENCY ESTATES & PARKRIDGE ESTATES BASIN & STREAM CHANNEL IMPROVEMENTS PROJECT P-25A

Alderman Bateman moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Violet seconded the motion to read Bill No. 16-60 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Violet moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-60 was passed becoming Ordinance No. 6526.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-61: ORDINANCE NO. 6527: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE COUNTRY CROSSING MANOR BASIN & STREAM CHANNEL IMPROVEMENT PROJECT P-25B

Alderman Hollingsworth moved and Alderman Aytes seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read Bill No. 16-61 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Barclay moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-61 was passed becoming Ordinance No. 6527.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-62: ORDINANCE NO. 6528: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE RED MILL, HERMITAGE & BROOKSHIRE STORM WATER DRAINAGE IMPROVEMENTS PROJECT P-31

Alderman Violet moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-62 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-62 was passed becoming Ordinance No. 6528.

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Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-63: ORDINANCE NO. 6529: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE TELLURIDE & TANGLEWOOD STREAM CHANNEL IMPROVEMENTS PROJECT P-26A

Alderman Shea moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Barclay seconded the motion to read Bill No. 16-63 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Bateman moved and Alderman Barclay seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-63 was passed becoming Ordinance No. 6529.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-64: ORDINANCE NO. 6530: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE COLBY DRIVE & TIMBERIDGE STREAM CHANNEL IMPROVEMENTS PROJECT P-26B

Alderman Barclay moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-64 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Violet moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-64 was passed becoming Ordinance No. 6530.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-65: ORDINANCE NO. 6531: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A CONTRACT WITH KNOEBEL CONSTRUCTION, INCORPORATED FOR CONSTRUCION OF THE REC-PLEX DROP OFF AND PARKING IMPROVEMENTS PROJECT

Alderman Hollingsworth moved and Alderman Aytes seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read Bill No. 16-65 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Aytes moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Reitmeyer moved

Draft

and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-65 was passed becoming Ordinance No. 6531.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-66: ORDINANCE NO. 6532: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A CONTRACT WITH KNOEBEL CONSTRUCTION, INCORPORATED FOR CONSTRUCION OF THE REC-PLEX DROP OFF AND PARKING IMPROVEMENTS PROJECT

Alderman Violet moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-66 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Shea moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Shea moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-66 was passed becoming Ordinance No. 6532.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1528: A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF DEPOSITORY ACCOUNTS KNOWN AS TREASURER OF THE CITY, PAYROLL FUND, RECREATION FUND, REVENUE FUND, POLICE BLOCK GRANT, LEVEE SPECIAL ALLOCATION FUND, LAKESIDE REDEVELOPMENT SPECIAL ALLOCATION FUND, ST. PETER-ST CHARLES WATERPIPELINE PROJECT FUND, ST. CHARLES URBAN COUNTY CDBG, AND G.O. RESERVE SAVINGS

Alderman Shea moved and Alderman Hollingsworth seconded the motion to introduce the Resolution. The motion carried. Alderman Shea moved and Alderman Hollingsworth seconded the motion to read the Resolution for the first time. The motion carried and Alderman Shea read the Resolution. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1528 was adopted.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1529: A RESOLUTION AUTHORIZING THE ESTABLISHMENT A DEPOSITORY ACCOUNT KNOWN AS “MUNICIPAL COURT BOND ACCOUNT”

Alderman Barclay moved and Alderman Shea seconded the motion to introduce the Resolution. The motion carried. Alderman Barclay moved and Alderman Shea seconded the motion to read the Resolution for the first time. The motion carried and Alderman Barclay read the Resolution.

Draft

Alderman Hollingsworth moved and Alderman Bateman seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1529 was adopted.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session was called at this time.

ADJOURNMENT

Alderman Violet moved and Alderman Hollingsworth seconded the motion to adjourn the Regular Board of Aldermen meeting. The motion was approved and the Regular Board of Aldermen meeting was adjourned at approximately 8:21 p.m.

Respectfully submitted,

Patricia E. Smith
City Clerk

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CITY OF ST. PETERS BOARD OF ALDERMEN
FY'17 BUDGET WORK SESSION
MEETING MINUTES OF MAY 3, 2016

The FY'17 Budget Work Session meeting was called to order at approximately 4:30 p.m. at the St. Peters Justice Center, 1020 Grand Teton Drive, Aldermen Conference Room. The following were present: Mayor Len Pagano; Board President Reitmeyer; Alderman Thomas; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Alderman Shea; Alderman Violet; Alderman Aytes; Russ Batzel, Transportation & Development Services Manager; Beth French, Director of Finance; Erin Gardner, Budget Analyst; Cathy Pratt, Director of Human Resources/Community Services; Rick Oloteo, Director of Recreation Services; Dave Kuppler, Health and Environmental Services Manager; Bill Malach, Water Environment Services Manager; Jeff Finkelstein, Chief of Police; and Patty Smith, City Clerk. Bill Charnisky, City Administrator and Tim Wilkinson, Assistant City Administrator were absent.

CIP & BUDGET OVERVIEW - BATZEL

Mr. Batzel reported that the state of the City is good and the City has a balanced FY'17 budget and 5-year CIP, which reflects no tax increases as well as the organizational changes and Vision 2025 priorities as previously discussed at the Pre-CIP and Budget Work Session meeting; and the City will proceed with the Bond issue as planned. Mr. Batzel explained the budget also includes the estimated increased costs for health insurance, as the City is in the three year health insurance proposal stage.

Ms. Pratt discussed the City's review of the health insurance proposals and informed how Cigna was aggressive to keep the City as their customer. Cigna has also increased the City's wellness amount from $10K per year to $20K per year. Mr. Batzel requested Board of Aldermen approval for the City to concentrate on keeping Cigna as their provider while negotiating the cost. Alderman Hollingsworth moved and Alderman Thomas seconded the motion to approve staff to move forward with negotiating. All in favor, the motion was approved.

UPDATE REGARDING ITEMS DISCUSSED AT PRE-CIP MEETING - BATZEL

Mr. Batzel presented an update on the following:

Pre-CIP meeting items:

- Highway 70 Flooding -
    - St Peters Resolution -
    - Meeting with Corps of Engineers, MoDOT, & County -
    - Floodplain Management Services Grant

Mr. Batzel explained that MoDOT has agreed to do a letter of support for the Corps of Engineers to address the flooding issue. This will then go to the Committee in June and if passes will be in Federal hands. A study is the next option - possible Grant could

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provide 65% of Federal funding and 35% Local split. Mr. Batzel also explained that FEMA may be able to file a Letter of Map Revision.

- Senior/Youth Center -
    - Preliminary Discussions with the County
    - Include with Planned Event Center in New County Park
    - Request $250,000 in CIP for FY-18

Mr. Batzel explained that the City is in preliminary discussions with St. Charles County regarding the County's future park location between Kisker and Pitmann Hill Roads, with the potential of a mutual agreement with the City, County and other municipalities on a Senior/Youth Center. Mr. Batzel requested as a placeholder, to add $250K to General Fund Reserves in FY'18 to continue conversation with the County, with the ability to come back later with an agreement. After further discussion on this subject and some reluctance from the Board, Mr. Batzel recommended continuing the discussion with the County without setting aside any funding, then to come back later with a more developed plan.

- Aquatic Center/Golf and Community Center
    - $12 Million No-Tax Increase Bond Issue
    - August 2, 2016 Ballot
    - Complete Aquatic Center by August 2017
    - Complete Golf & Community Center by September 2018

Mr. Batzel gave an update on the Aquatic Center/Golf and Community Center Proposition Q.

- Kennel Facility
    - Reserved $1 Million in CIP if Needed
    - Currently Meeting with County to Achieve a Mutually Satisfactory Agreement

Mr. Batzel gave an update on the Kennel Facility and negotiations with the County.

FUND PROJECTIONS FOR CIP AND FY16 BUDGET - FRENCH/GARDNER

Erin Gardner provided a handout of the Project Funding - General Fund; and she advised that all was balanced in the fund projections and any changes this evening will affect ending fund balances on the handout. The handout is attached and made a part of these minutes.

GROUP BUDGETS & CIP REVIEW

SSS Group - Pratt

- Personnel

Ms. Pratt explained the Staff Support Services Group Personnel changes as follows: the Planning and Economic Development group will be added to the SSS Group and reporting to Cathy Pratt; the Administrative Coordinator position that will be vacated

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when Chris Cattoor moves into her new position as SSS Office Manager is being eliminated; Erin Gardner's title will change to Financial Analyst; Jessica Heslin's title will change to Volunteer and Training Specialist; and promote Brandi McDowell to CDBG Specialist.

- CIP Changes - SSS
    - Microsoft Licensing Added $127,075 in FY17
    - Misc cost adjustments to reflect updated budgeting

- Projects & Major Capital - SSS
    - Update Office application from 2007 to 2016
    - Upgrade Recreation software
    - Complete HR business software upgrade
    - Complete Comprehensive Plan update to include Vision 2025 priorities

Ms. Pratt spoke about the Microsoft System License to upgrade from Office 2007 to 2016; then after that, an upgrade will not be needed until 2025. Alderman Thomas inquired about the possibility of using this version at home. Ms. French will check into this option. Ms. Pratt also explained the Missouri State Statutes provides a mechanism for adoption of a Comprehensive Plan for cities and Ms. Powers plans to update the City's current plan to include Vision 2025 priorities by the end of this year or early part of next year.

- Budget Line Item Review - Citywide
    - Workmen's Comp Insurance (Second Injury Fund) Increase (mandated surcharge)
    - Medical/Rx Insurance (Claims) Increase ($800,000)
    - Life Insurance Increase $27,847 (enhanced benefit for all regular FT employees)
    - LAGERS Decrease in employer contribution
    - FY16: General 14.1% Police 13.9%
    - FY17: General 12.8% Police 12.8%
    - Employee Recognition Increase (enhanced program)
    - Employee Safety program Increase (5 year milestone awards)

Ms. Pratt explained the above recommendations to these citywide programs. Alderman Thomas shared an idea regarding the City's safety program used by his employer, which asks employees to identify three (3) safety hazards. The idea will be shared with the City's Safety Committee.

- Budget Line Item Review - SSS Administration
    - Overall Decrease of 2% over FY16
    - Employee Training Expense Increase ($10,200) for Microsoft Office 2016 training citywide
    - Small tools/Furniture/Equipment Increase ($14,175) includes office furniture to replace chairs, add adjustable height desk units, copier, misc. IT software, ten 10-key desk calculators

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Ms. Pratt explained the above recommendations.

- Budget Line Item Review - SSS Communications
    - Overall increase of 4% from FY16
    - Small tools/Furniture/Equipment Increase ($13,475)
        - Replace 4 wireless microphones
        - Replace 2 field camera tripods
        - Matrix router, production console, & signal conversion equipment for control room
        - Storage container for CSP equipment
        - Metal fencing for special events

Ms. Pratt explained the above recommendations. Alderman Reitmeyer requested that a new outdoor podium be included in this item. Staff will check to see if this item has already been purchased.

- Budget Line Item Review - SSS Governmental
    - Overall increase of 2% from FY16
    - Miscellaneous Increase ($27,500) for Celebrate St. Peters event

Ms. Pratt explained the above recommendations. The Board considered allowing an increase in funds of around $5K for the Celebrate St. Peters event, and agreed they will support an increase in funds for needed items recommended by staff.

- Budget Line Item Review - SSS Court
    - Overall increase of 2% from FY16
    - Travel/Training Increase ($1,800) to send 5 staff to MACA Conferences

Ms. Pratt explained the above recommendations. Brief discussion was held concerning employee stability and how the Board backs promoting from within; and the City's nepotism policy.

MPS Group - Finkelstein

- Personnel

Jeff Finkelstein explained the Municipal Police Services Group Personnel changes as follows: Julie H. Smith's title will be changed to Executive Secretary; under Police Property Coordinator, make two full time Police Records Clerks instead of one full time and one part time; under Police Records Administrator, take one full time Police Records Clerk and place under Records Specialist title; under Police Dispatch Supervisor, take one full time Police Dispatcher and place under Police Dispatch Lead title.

- Projects & Major Capital - MPS
    - New purchase of a radar trailer to be used for hazardous traffic conditions and as a message board for upcoming events $10,130.00

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- Replacement / upgrade technology to justice center training room; provides industry standard audio-visual interface by replacing obsolete failing projectors & sound system equipment $93,500.00
- Replace patrol vehicles with AWD SUV PPV; vehicles $194,000.00

Chief Finkelstein explained the above recommendations. The new radar trailer would collect data; the technology upgrade in the Justice Center Training room was proposed by the Communications Department and would last an additional 10-15 years; and Alderman Thomas discussed adding scanners on the patrol vehicles.

WES Group - Malach

- Personnel

Mr. Malach explained the Water & Environmental Services Personnel changes as follows: the position of Utility Locator which was held by Cindy W. Finley will be filled with an Office Specialist position, which leaves one Utility Locator position and adds one additional Office Specialist position.

- CIP Changes - WES
  - Vehicle Changes in FY17 and FY20
    - Truck 413 increase from $30k to $60k
    - Truck 441 ($179,000) moved from FY17 to FY20
  - Water Meter Replacement Program Reductions in FY18, FY19, and FY20
    - Cut $145,000, $150,000, $125,000
  - Water Storage Tank Painting FY17 (Moved to Fund 75)
    - Arrowhead Water Tower $280,000
  - Sanitary Sewer Rehab & Replacement increases FY17 & FY18
    - Increase by $25,000 (8%)
  - Water Distribution Study FY19/20 ($150,000 Fund 75)

Mr. Malach explained the above recommendations.

- Projects & Major Capital - WES
  - Joint Venture Water Line Assessment (JV Acct)
  - Replace WWTP Screening Equipment (Fund 75)
  - Compost Screener Replacement (Fund 75)
  - Cave Springs Water Tower Painting (Fall 2016)
  - Aerial Sewer Creek Crossing Replacements
    - Spencer Creek @ Country Creek (2017)
    - Spencer Creek @ Mexico Road (Fall 2016)
    - Spencer Creek @ Spencer Creek Park (Fall 2016)
  - Park St. Sanitary PS Replacement (Old Town TIF)

Mr. Malach explained the above recommendations.

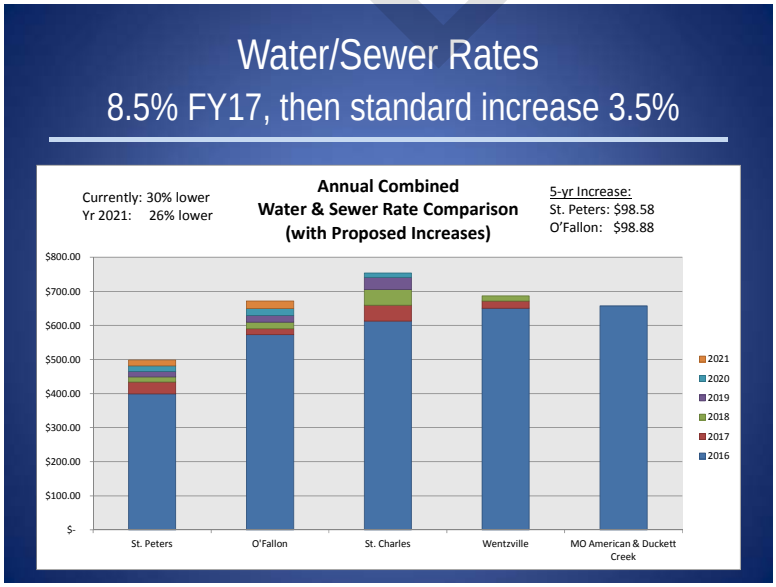
- Budget Line Item Review - WES
  - Part-Time Salaries Increase ($8,000)

Draft

- R&M Building Increase ($33,300)
  - Demo Old Headworks $20,000
  - OH Door Replacement: $6,000
  - Tank Cleaning $5,000
  - WTP Pipe Painting: $5,000
- R&M Utility System Increase ($107,500)
- Gas, Diesel, Chemicals (-$42,500)

- R&M Utility System Increase
  - 2-Sludge Return Pumps: $30,000
  - Inserta Valves: $20,000
  - Gate Actuators: $10,000
  - Water Sampling Stations: $ 9,000
  - Replace Network Switches: $ 8,500
  - Replace WTP 8" PRV: $ 8,000
  - Seal First Flush Basin Joints: $ 7,000
  - Clean Backwash Pits: $ 5,000
  - Replace SCADA Touch Screens: $ 3,000

Mr. Malach explained the above recommendations and handed out the Water/Sewer Rate Sheets which included the annual combined water & sewer rate comparison with proposed increases of 8.5% FY17, then standard increase of 3.5% moving forward. He explained the FY17 increase is $5.71 per household per bill, equaling $34.26 per year increase per household at $2.86 per month. There was no increase last year and explained that this increase will help provide more funds for maintenance. Mr. Malach requested Board of Aldermen approval on the rate increase as stated. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to approve the rate increase as stated. All in favor, the motion was approved. Mr. Malach also presented and explained the Sewer Lateral and Water Service Line yearly comparison of repairs, costs and inspections.



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Health & Environmental Services (HES) Group - Kuppler

- Personnel

Mr. Kuppler explained the Health & Environmental Services Personnel changes. The Building Maintenance Staff under Jim Seebeck will be reporting to HES; which consists of a Building Maintenance Foreman, Building Attendant Crew Leader, and Building Attendants (4 full-time and 8 part-time). We are adding 4 part-time Collection Services Representatives and 3 part-time Fleet Services Representatives. One of our Solid Waste Technicians retired and will not be replaced.

- CIP Changes - HES
    - Health Department
        - Animal Control Facility $1,000,000 (FY17)
    - Recycle City
        - Replacement Baler $400,000 (FY21)
- Projects & Major Capital Changes
    - Change in resident cart delivery fees (current fees listed)
        - $6.00 start up fee
        - $12.00 delivery fee
        - $12.00 pick up fee
        - $9.00 sanitation fee

Mr. Kuppler explained that they would like to eliminate the current cart delivery fees listed above and propose to replace them with a $30 new resident start up fee; however, existing residents are grandfathered in. Discussion was held regarding making sure residents who leave town temporarily during the winter months are not charged a start up fee when they return. Staff reassured that this was not the process.

- Budget Line Item Review - HES
    - Health Department
        - Replacement of Mosquito Fogger $15,000
    - Solid Waste Department
        - Blue Bag Storage Container $6,500
    - Recycle City
        - HVAC Replacement (V. Room) $10,000
        - Overhead Door Replacement $16,000
        - Replacement of Wire Tie $32,000
        - Replacement of Glass Crusher $13,500
        - Generator for Scale House $ 9,000

Mr. Kuppler explained the above recommendations and stated some of the costs for the Wire Tie machine and the Glass Crusher are abated through a Grant.

- HES Fee Changes

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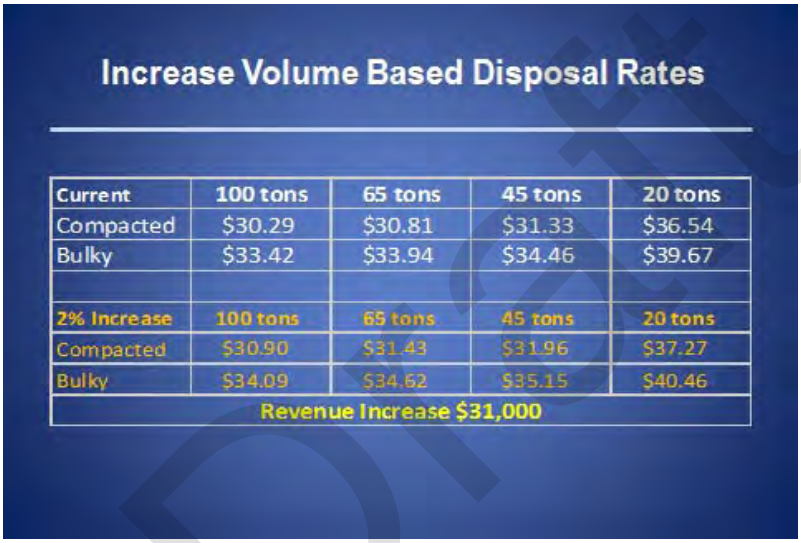
Mr. Kuppler presented a Resident Fee Comparison chart which provided Monthly Fee Comparisons on trash, recycling and yard waste with other St. Charles County municipalities. St. Peters still has the lowest fees in comparison to Dardenne Prairie, Lake Saint Louis, Saint Charles, O'Fallon and Wentzville. The proposed increase for FY'17 is .30 cents per month per resident, which equates to a 1.5% increase.

- Recycle City Disposal Rates
  - For our commercial customers we have volume based disposal billing.
  - The more trash you bring us the lower your disposal cost is per ton.
  - We are asking to increase these fees 2% effective January 1, 2017.
  - Our competitor is charging at least $35 ton.

- Increase Volume Based Disposal Rates



Increase Volume Based Disposal Rates

Current	100 tons	65 tons	45 tons	20 tons
Compacted	$30.29	$30.81	$31.33	$36.54
Bulky	$33.42	$33.94	$34.46	$39.67
2% Increase	100 tons	65 tons	45 tons	20 tons
Compacted	$30.90	$31.43	$31.96	$37.27
Bulky	$34.09	$34.62	$35.15	$40.46
Revenue Increase $31,000				

- Minimum Disposal Fee Increase - HES
  - Last time we increased the minimum disposal fee was 2013.
  - 2013 was the first time we created a new lower rate for our residents.
  - Requesting to increase the minimum disposal fee by $5.00.
  - This increase will generate $50,000 additional annual revenue.
- $5 Increase Minimum Disposal Fee Effective October 1, 2016
- Minimum Disposal Fees
  - Progressive Landfill $60
  - City of O'Fallon $60
  - City of Saint Peters $30 Resident
    $40 Non Resident
  - Increase City of Saint Peters $35 Resident
    $45 Non Resident

Mr. Kuppler explained the above recommendations and fee increases and requested Board of Aldermen approval for all proposed increases. After some discussion,

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Alderman Violet moved and Alderman Reitmeyer seconded the motion to approve all Solid Waste fee increases as presented. All in favor, the motion was approved.

Parks & Golf Services (PGS) Group - Oloteo

- Personnel

Mr. Oloteo explained the Parks & Golf Services Group which includes Mr. Jeff Hutsler as Manager of all City parks and Golf Center. He explained personnel changes and a new full-time position of Recreation Leader at 370 Lakeside Park.

- CIP Changes - PGS (LPSW)

FY17

- HVAC Replacement at Parks Building added ($20,000)
- Dardenne Creek Stabilization added ($100,000)
- Old Town Park Concession/Restroom moved to FY21 and cost increased (from $200,000 to $250,000)
- Covenant Park Restroom cost increase (from $85,000 to $100,000)
- Restroom added back to Community Park and cost of Pavilion increased (from $100,000 to $185,000)
- Toro ZTR Mower added to replacement schedule ($12,000)
- Equipment at the Golf Course has been added to the Replacement Schedule: Greens Mower, Rotary Brush Mower, Sod Cutter & Kubota Tractor ($53,000)

Discussion on the Community Park restroom was held regarding using the least amount of funds or getting a bargain price from the school district for the park; or placing a portable restroom in the park and removing it when the lease with the school district expires.

FY18

- Dardenne Creek Stabilization added ($100,000)
- 370 Lakeside Park Development moved to unfunded ($1,000,000)
- Asphalt Roller moved to FY20 and cost increased (from $12,000 to $60,000)
- Increase cost of Bunker Rake (from $16,000 to $25,000)
- Equipment at the Golf Course has been added to the Replacement Schedule: Top Dresser, Greens Aerator, Greens Roller ($80,000)

FY19

- Laurel Park Restroom cost decrease (from $300,000 to $250,000)
- Equipment at the Golf Course has been added to the Replacement Schedule: Bunker Rake, Irrigation Head Replacement, Rough Mower ($75,000)

FY20

- Dardenne Creek Stabilization added ($100,000)
- Parks Building Garage Door Modifications removed ($100,000)
- Replace Track Loader in FY18 and decrease cost (from $75,000 to $65,000)

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- o Equipment at the Golf Course has been added to the Replacement Schedule: Irrigation Head Repair ($5,000)

FY21

- o Forestry Truck & Chipper added ($130,000)
- o Lakeside Park Rental Building & Parking Lot Expansion added ($62,000)
- o Lakeside Park Dock for Rental Boats added ($40,000)
- o Rolling Stock Replacement for Parks: Street Sweeper, Kubota, Brushcut Rotary Cutter, Rotary Mower, Golf Cart ($187,000)
- o Equipment at the Golf Course has been added to the Replacement Schedule: Irrigation Head Repair ($5,000)

- Projects & Major Capital - PGS (LPSW)
  - o Covenant Park Restroom ($100,000)
  - o Community Park Playground, Pavilion & Restroom ($410,000)
  - o Woodlands Sports Park Ball Field Improvements ($100,000)
  - o Dardenne Creek Stabilization ($100,000)
  - o Replace Ford Tractor and Flail Mower ($70,000)

Brief discussion was held regarding how to eliminate "soft toss" which damages the ball field fences; or the park rental fees should increase to pay for the damages. Placing signs on the fences prohibiting this activity and directing the coaches to the batting cages was suggested.

- Budget Line Item Review - PGS

Parks

- o Salaries & Fringes (- $755,100) Building Maintenance moved to HES
- o Employee Expenses (- $5,895) Building Maintenance moved to HES
- o Miscellaneous (- $35,000) One time cost for flood damage repair
- o Supplies (- $13,000) Building Maintenance moved to HES

Golf

- o Employee Expense (+ $750) Employee Training added
- o Repair & Maintenance (+ $10,000) Interior Lake Stabilization
- o Small Tools (+ $7,000) Approved small tools for Golf Course

Lakeside Park

- o Salaries & Fringes (+ $106,500) New Recreation Leader Position
- o Repair & Maintenance (+ $6,500) Repair of Street Lights
- o Supplies (+ $20,100) Park needs increase as park attendance increases

A suggestion was given regarding safety netting by the bleachers and concession stands at the Woodlands ball park to prevent foul balls from hitting people; however it was noted that this would be a huge expense. Mr. Oloteo stated he would check into this with Vicki Phillips.

Recreation & Cultural Services (RCS) Group - Oloteo

- Personnel

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Mr. Oloteo explained the new Recreation & Cultural Services Group, which includes himself as Manager of Recreation & Cultural Services for the Rec-Plex, Art Center, Senior Center and outdoor pools. He explained personnel changes as follows: The position of Director of Facilities will be eliminated upon the retirement of Dan Lang on October 1, 2016. His position will be replaced by a Building Repair Foreman position, which is not a director position. Also, the existing Administrative Coordinator position will be dedicated 100% to the Rec-Plex and no longer a shared position with Parks.

- CIP Changes - RCS (LPSW)

<u>FY17 & FY18 CIP Additions</u>

- o Rec-Plex Tuck Pointing ($100,000 FY17 & $150,000 FY18)

<u>FY19 CIP Additions</u>

- o Rec-Plex Ceramic Tile Replacement ($200,000)

<u>FY20 CIP Additions</u>

- o Rec-Plex Roof & Skylight Replacement ($175,000)
- o Paint Natatorium & Re-Plaster Leisure & 50M Pools ($440,000)

<u>FY21 CIP Additions</u>

- o Rec-Plex South Rink B Slab Repair ($75,000)
- o Rec-Plex South Locker Room Dehumidification ($30,000)

<u>Facility Improvements</u>

<u>City Hall</u>

- o FY17 $100,000 – Interior Painting Touch-up & Door Frames, New Restroom Partitions, Ceiling Tile Replacement, Repair Leak on South Wall by CAC, Repair Flooring in Lobby, Replace Concrete Apron at East Entrance Doorway, Re-caulk sidewalk to Wall Joints, New Lobby Furniture

- o FY18 $250,000 – New CAC Desk and ADA Front Entrance Doors

- o FY19 $250,000 – Parking Lot Overlay

<u>Cable Station</u>

- o FY17 $35,000 - HVAC Replacement

Problems with the City Hall west end entrance doors were brought to Mr. Oloteo's attention. Mr. Oloteo stated he would address this with Mr. Seebeck; and Mr. Batzel

Draft

added that if this is something which cannot be simply addressed by maintenance, it could be added to the FY17 budget.

- Projects & Major Capital - RCS (LPSW)

<u>FY17 Projects & Major Capital</u>

  - Replace Cardio Equipment ($100,000)
  - Replace Mondo Flooring in Ice Rinks ($15,000)
  - Improvements to Laurel Park Wading Pool ($190,000)

Brief discussion of the Laurel Park wading pool was held concerning the current maintenance of the kiddy pool.

- Budget Line Item Review - RCS
  - Salary Increase – full time (+ $78,000) Administrative Coordinator moved from Parks General to Recreation Fund and Director of Recreation changed to Manager of Recreation & Cultural Services
  - Salary Increase – part time (+ $106,000) New pay scale for GSR employees
  - Professional Services (- $11,940) Reduced cost for softball officials
  - Fertilizer/Chemicals (- $5,000) Reduced chemical costs for natatorium

- Fee Increases - RCS (Recommended increases to begin January 1, 2017)
  - 5-10% increase on programs
  - 7% increase on annual passes
  - 5% increase in daily admissions

Mr. Oloteo explained the fee increases and provided Family Annual Pass Comparison with 7% Increase; Resident Daily Admission Comparison with 5% increase; Non-Resident Daily Admission Comparison with 5% increase.

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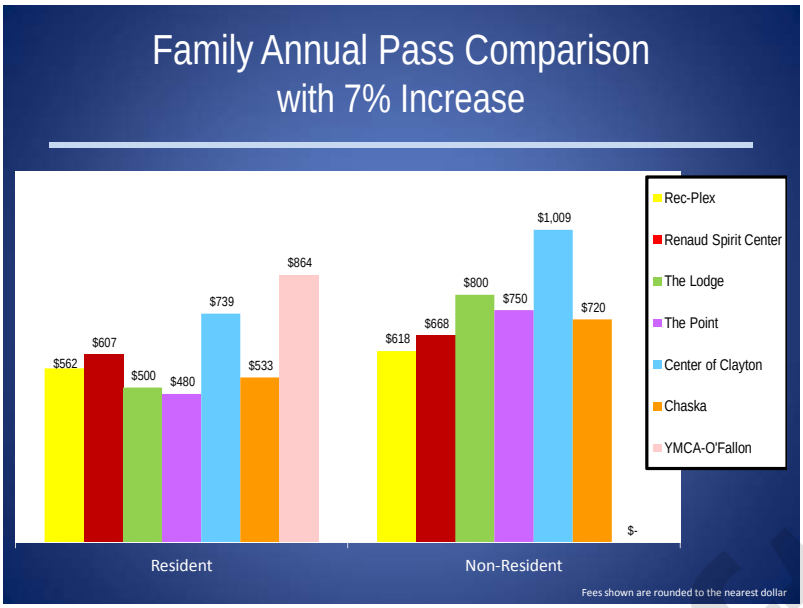
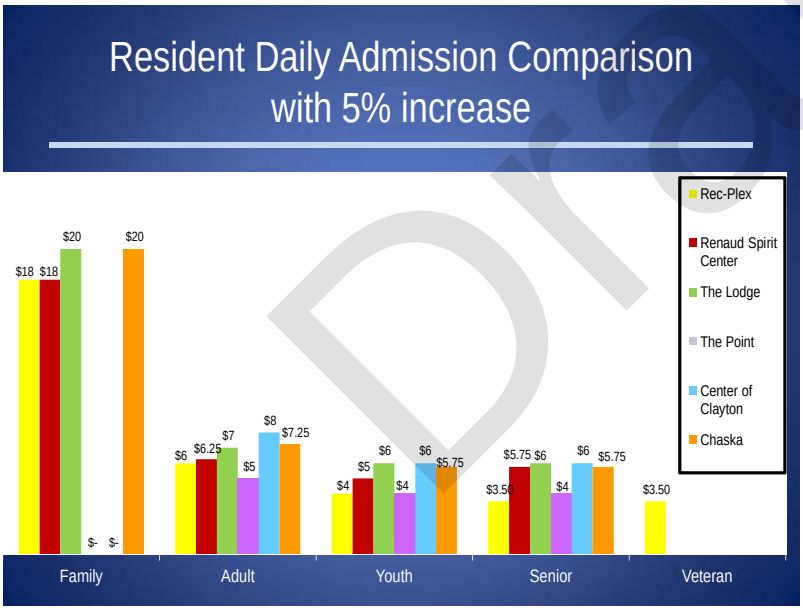
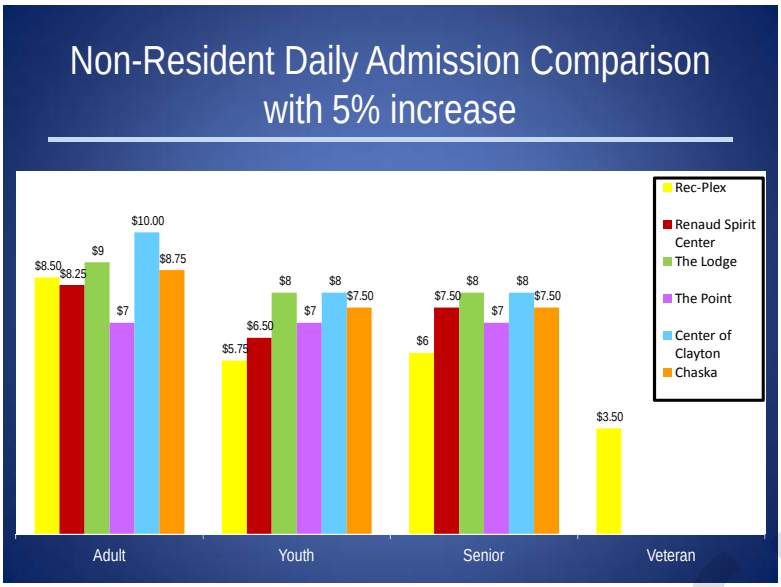

Family Annual Pass Comparison
with 7% Increase
$562
$607
$500
$480
$739
$533
$864
$618
$668
$800
$750
$1,009
$720
$-
Resident
Non-Resident
Rec-Plex
Renaud Spirit Center
The Lodge
The Point
Center of Clayton
Chaska
YMCA-O'Fallon
Fees shown are rounded to the nearest dollar


Resident Daily Admission Comparison
with 5% increase
$18
$18
$20
$-
$-
$20
$6
$6.25
$7
$5
$8
$7.25
$4
$5
$6
$4
$6
$5.75
$3.50
$5.75
$6
$4
$6
$5.75
$3.50
Family
Adult
Youth
Senior
Veteran
Rec-Plex
Renaud Spirit Center
The Lodge
The Point
Center of Clayton
Chaska

Draft



After some discussion, Alderman Hollingsworth moved and Alderman Bateman seconded the motion to approve the fee increases as presented. All in favor, the motion was approved.

Transportation Development Services (TDS) Group - Benesek

- Personnel

Mr. Benesek explained the following Transportation Development Services changes in Personnel as follows: Mr. Benesek's current position, the Director of Transportation, will be eliminated and the position changed to Streets Superintendant, who will supervise two Streets Maintenance Foremen; adding a Streets Traffic Engineer which, in short, consists of supervising road projects and completing traffic studies to make better use of the City's infrastructure; and promoting Jo Ann Morris to Executive Secretary position.

- CIP Changes - TDS

<u>Transportation Trust Fund</u>

- o Balanced Through 2021
- o Reallocation of a portion of pavement maintenance funds to federal or Road Board funded maintenance projects in FY 2017

Mr. Benesek explained the above information. Discussion concerning placing the City emblem at the Highway 364 City overpasses was held.

- Projects & Major Capital Changes - TDS

<u>FY 2016 Road and Signal Projects</u>

- o Jungermann Road – Mexico Road Intersection Improvements

Draft

- Mexico Road Multi-Use Path Bridge
- Sutters Mill Road Bridge Replacement
- Mexico Road – Cave Springs Road Traffic Signal Replacement
- Mid Rivers Mall Drive Right Turn Lane
- Mid Rivers Mall Drive – Ohmes Road Intersection
- Mid Rivers Mall Drive DMS

Mr. Batzel explained which of the above projects would be coming up for Board approval in June 2016.

<u>FY 2017 Road and Signal Projects</u>

- Jungermann Road Bridge Replacements
- Jungermann Road – Boone Hills Drive Culvert and Intersection Improvements
- Mid Rivers Mall Drive Corridor Improvements
- Mid Rivers Mall Drive Widening
- Mexico Road Resurfacing Phase II
- McClay Road Resurfacing Phase I

<u>FY 2018-2021 Road and Signal Projects</u>

- MO364 @ Mid Rivers Mall Drive Improvements
- McClay Road Resurfacing II
- McClay Road Resurfacing Phase III
- Arrowhead Industrial Blvd – Salt River Road Intersection
- Suemandy Drive Widening
- South Outer Road Connector Study
- Jungs Station Road Resurfacing
- Citywide Bridge Rehabilitation
- Fiber Optic Extension

Mr. Benesek explained they are seeking County Road Board and Federal Funds for these projects.

<u>Major Capital Changes</u>

- Traffic Signal Capital Replacement Program
  - $175K in FY2021
- Replacement Bucket Truck 338 (Traffic Department)
  - $140K in FY2021
- Replacement Joint and Crack Seal Machine
  - $41K in FY 2021

- Budget Line Item Review - TDS
  - General Fund: Street Maintenance

Draft

        - No Changes of Note
    - Transportation Trust Fund: Street Maintenance
        - R&M Equipment: Increased from $66K to $85K
            - Based on historical expenditures
        - Reallocation of Pavement Maintenance Funds to Arterial Maintenance Projects
            - Asphalt Overlay
            - Concrete Slab Replacement
            - Sidewalk Replacement and Infill
        - Operational Supplies: Increase from $38K to $50K
            - Based on historical expenditures
        - FY2017 Capital Purchases Per Approved CIP
    - Transportation Trust Fund: Traffic Management
        - R&M Traffic Signals: Increased from $50K to $84K
            - Implementation of LED Signal Head Replacement
        - R&M Street Signs: Increased from $40K to $69K
            - Purchase of Replacement Street Signs to Maintain Compliance with Legibility and Reflectivity Standards
        - FY2017 Capital Purchases Per Approved CIP

Mr. Benesek explained the above changes.

- Stormwater Bond Capital Projects - TDS
    - $30 Million Funded in 5-yr CIP
    - LPSW – Stormwater Improvement Projects
        - 14 Projects Constructed and Under 3 Year Maintenance and Stewardship Phase.
        - 9 Projects Scheduled for Construction in FY 2016
        - 15 Projects in Design or Easement Acquisition
        - 22 Projects funded Through FY 2019.

An overview of the above Stormwater Bond Capital project was discussed and it was explained that the Stormwater Bond Issue will be placed on the June 23, 2016 Board of Aldermen meeting agenda for consideration.

- General Fund: Engineering & Building
    - Community & Economic Development expenditures to Staff Support Services
    - Postage: Increased from $200 to $500
        - Additional Mailings due to LPSW projects
    - Miscellaneous: Increased from $1,000 to $1,500
        - Additional Expenses due to LPSW projects

Draft

The above items were presented and discussed. A question concerning how to obtain a subdivision sign was presented and Mr. Benesek explained the process.

NON-CIP FUNDS - FRENCH/GARDNER

- Old Town TIF
    - $4.2 Million City Projects
    - Storm Water Pump Station
    - Sanitary Sewer Pump Station
    - Road Improvements
    - Sewer Lining
    - $1.5 Million GBT Development
- Other Funds

An Unappropriated Fund Balance Analysis was handed out for review and discussion which is attached and made a part of these minutes. Mr. Batzel explained the above information regarding the Old Town TIF and gave an update on the GBT Development, which may be an item on the June 23, 2016 Board of Aldermen meeting for consideration. He explained a possible Community Improvement District (CID) on this site.

UNFUNDED CIP PROJECTS - FRENCH/GARDNER

A handout of the Unfunded CIP Projects was provided and explained.

MISCELLANEOUS UPDATES

Mr. Batzel provided an update on the budget calendar as follows: May 26, 2016, the adoption of the 5 year CIP and will be placed on the Board meeting agenda; the draft budget will be distributed to the Board of Aldermen on July 29, 2016; a public Hearing on August 11, 2016 for FY'17 Budget and water/sewer rates is planned; the adoption of the FY'17 budget is planned for the August 25, 2016 Board meeting; on September 22, 2016, the Public Hearing for Property Tax Rate and Board of Aldermen to adopt 2016 Property Tax Rate; and on September 23, 2016 the Director of Finance submits rates to the County.

Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.222 (1-6)

No Executive Session was called at this time.

ADJOURNMENT OF THE FY'17 BUDGET WORK SESSION

The meeting adjourned at approximately 7:55 p.m.

Submitted by,

Patricia E. Smith
City Clerk

Draft

CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN

FROM: MAYOR PAGANO

SUBJECT: APPOINTMENTS TO THE VETERANS MEMORIAL COMMISSION

DATE: MAY 13, 2016

I am nominating the following individual for appointment from an alternate member to a member of the Veterans Memorial Commission as follows:

Don Shaikewitz, 52 Soenker Circle, St. Peters, MO 63376 (Ward 3), for the term effective immediately and expiring December 31, 2017. Mr. Shaikewitz will be filling the vacancy of Karen Levy, who resigned.

I am nominating the following individual for appointment as an alternate member to the Veterans Memorial Commission as follows:

Brittany Smith, 24 Appletree Drive, St. Peters, MO 63376 (Ward 3) for the term effective immediately and expiring December 31, 2019.

If you have any questions or comments regarding these appointments, please contact me.

APPLICATIONS

(Applications on file with the City Clerk's Office)

NOTICE OF PUBLIC HEARING

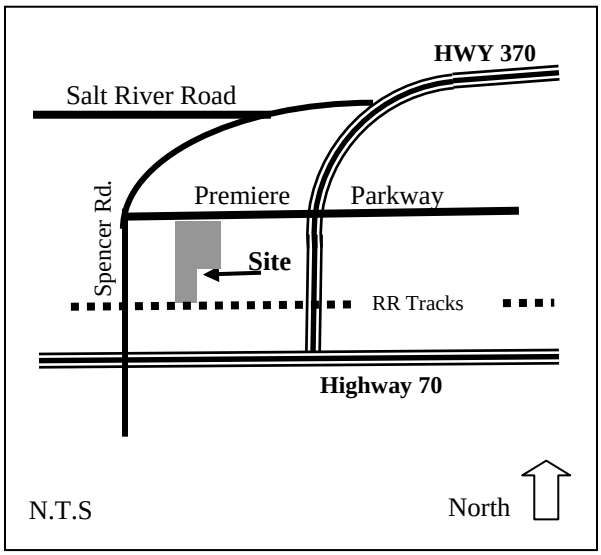
The Planning and Zoning Commission of the City of St. Peters will hold a public hearing at 6:30 p.m. on Wednesday, May 4, 2016 at the St. Peters Justice Center. The St. Peters Justice Center is located at the intersection of Suemandy Drive and Grand Teton Drive (1020 Grand Teton Drive). The Planning and Zoning Commission may recommend and the Board of Aldermen may enact by ordinance the special use described below.

All interested citizens will have the opportunity to give written and oral comment. Persons with disabilities needing assistance should contact the City before the meeting by calling or writing to the City Administrator at P.O. Box 9, St. Peters, MO, 63376, 477-6600 or 278-2244.

Petition 16-07

370 Speedway LLC requests a special use permit in the SL Special St. Peters Lakeside 370 Special District to permit an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility, and associated uses on a 36 +/- acre parcel. The property is located on the south side of Premier Parkway, east of Spencer Road.

Location Map



Legal Description

A legal description of the subject property is on file at the
City of St. Peters Planning Department

G-01

NOTICE OF PUBLIC HEARING

The Board of Alderman of the City of St. Peters, Missouri will hold an official public hearing at 7:00 p.m. on Thursday, May 26, 2016, concerning the proposed annexation into the City of St. Peters, for the real estate as described below, which is presently located in St. Charles County. The hearing will be held at the City of St. Peters Justice Center, 1020 Grand Teton Drive.

All interested citizens will have an opportunity to give written and oral comment. Persons with disabilities needing assistance should contact the government before the meeting by calling or writing to the City Administrator P.O. Box 9, St. Peters Missouri, 63376, Ph: 477-6600 or 278-2244.

At this public hearing any interested person, corporation, or political subdivision may present evidence regarding the proposed annexation. Furthermore, any objections to the proposed annexation should be filed in writing with the Board of Aldermen of the City of St. Peters not later than fourteen (14) days after the date of said public hearing.

Owner	Description	Approximate Acreage
Hamilton	60 Circle Way (The North 100.6 feet of Lot W of Lot 7 of Hi-Pointe Acres, as recorded in Book 5 Page 41 at the St. Charles County Recorder's Office)	0.48

A detailed legal description of this property is available at St. Peters City Hall, One St. Peters Centre Boulevard.

Done by order of the Board of Aldermen.

Patricia E. Smith
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL USE PERMIT IN THE SL SPECIAL ST. PETERS LAKESIDE 370 DISTRICT TO PERMIT AN OUTDOOR ENTERTAINMENT FACILITY INCLUDING, BUT NOT LIMITED TO, A MULTI-PURPOSE RACETRACK, KARTING FACILITY AND ASSOCIATED USES, IN RESPONSE TO PETITION 16-07 (370 SPEEDWAY, LLC) AND ADOPTING THE FINDINGS OF FACT AND CONCLUSIONS OF LAW WITH RESPECT THERETO

WHEREAS, by Petition to the Board of Aldermen, a special use permit was requested in the SL Special St. Peters Lakeside 370 Special District to permit an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility and associated uses; and

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, did refer this Petition to the City's Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission did hold a Public Hearing on this proposed special use; and

WHEREAS, the said Planning and Zoning Commission of the City did consider this Petition and did recommend approval of this petition to the Board of Aldermen; and

WHEREAS, at the Public Hearing persons in interest and citizens were given an opportunity to be heard on this proposed special use.

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

SECTION 1. The Board of Aldermen of the City of St. Peters, Missouri, does hereby approve the Special Use Permit, attached herewith and marked as Exhibit "A", for 370 Speedway, LLC to permit an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility and associated uses.

LEGAL DESCRIPTION

Tract 2 of the Grand Slam Golf and Learning Center Plat as recorded in Book 35 Pages 360-261 at the St. Charles County Recorder's Office

and states it will not adversely affect the character or the traffic conditions of the surrounding area, nor adversely affect the public utility facilities, that this Special Use complies with the Comprehensive Plan of the City and with other matters pertaining to the general welfare of its residents.

SECTION 2. The Board of Aldermen of the City of St. Peters, Missouri, does hereby authorize the requested special use by 370 Speedway, LLC, in the SL Special St. Peters Lakeside 370 Special District to permit an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility and associated uses at the subject site.

SECTION 3. Savings Clause

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

SECTION 4. Severability Clause

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

SECTION 5. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of St. Peters, Missouri.

DRAFT

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Approved this _____ day of May, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

DRAFT

Exhibit A

BEFORE THE BOARD OF ALDERMEN
OF THE CITY OF ST. PETERS, MISSOURI

In re: Application for Special Use Permit --	)	
370 Speedway LLC Applicant	)	Application No. 16-07

Draft

FINDINGS OF FACT AND CONCLUSIONS OF LAW

INTRODUCTION

On March 3, 2016, pursuant to the requirements of Section 405.780 of the Code of the City of St. Peters, Missouri (the "City Code"), 370 Speedway LLC, the "Applicant" submitted to the City of St. Peters, Missouri (the "City"), Application No. 16-07 for a Special Use Permit requesting a permit to use certain property within the St. Peters Lakeside 370 Special District for "outdoor entertainment facilities including amusement parks, racetrack and accessory buildings, and similar facilities" (the "Application"), which property is more particularly described in the legal description attached hereto as **Exhibit A** ("the Property"). Specifically, the Applicant requested the following use:

"Multi-Purpose Karting Facility"

Pursuant to the Application and the requirements of the Section 405.780.C.4 of the City Code, a hearing was conducted before the Board of Alderman on May 26, 2016 a copy of the video recording of which is available in the office of the City Clerk and is incorporated by reference herein (the "Hearing"). At such Hearing all persons-in-interest and other citizens were given an opportunity to be heard regarding the proposed Special Use Permit.

The Board of Aldermen makes its findings based upon the following:

A. The Application submitted by the Applicant on March 3, 2016, a copy of which is attached hereto as **Exhibit G** and incorporated by reference herein;

B. The sworn testimony of _____ provided at the Hearing;

C. The Concept Plan, a copy of which is attached hereto as **Exhibit B** and incorporated by reference herein;

D. The Project Design Guidelines and Objectives, a copy of which is attached hereto as **Exhibit C** and incorporated by reference herein (the "Project Design");

E. The **Noise Study**, a copy of which is attached hereto as **Exhibit D** and incorporated by reference herein (the "Acoustical Report");

E. The City Code, a copy of which is on file in the office of the City Clerk, and incorporated as though fully set forth herein;

F. The City's Comprehensive Plan, a copy of which is available in the office of the City Clerk and incorporated by reference herein;

G. The Zoning Map of the City, a copy of which is available in the office of the City Clerk and incorporated by reference herein;

H. The Report of the Director of Planning, Community and Economic Development, a copy of which is attached hereto as **Exhibit E** and incorporated by reference herein; and

I. The Recommendation of Planning and Zoning Commission, a copy of which is attached hereto as **Exhibit F** and incorporated by reference herein.

FINDINGS OF FACT

A. The Property is owned by Stonewolf, Inc. (the "Owner").

B. The Applicant is the owner under contract of the Property.

C. The Property is located in the St. Peters Lakeside 370 Special District.

D. Section 405.265(L) of the City Code provides that a Special Use within the St. Peters Lakeside 370 Special District includes "Outdoor entertainment facilities including amusement parks, racetrack and accessory buildings, and similar facilities".

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CONCLUSIONS OF LAW

At a public meeting held on May 26, 2016, the Board of Aldermen of the City of St. Peters, Missouri, reviewed and discussed the Application, the sworn testimony and the additional information presented by all interested parties. Following discussion of the foregoing, and after each Board Member had been provided the opportunity to express their respective thoughts concerning the Application, a motion was made to approve the Application, with details of the motion, seconding of the motion, and vote of the Board members set forth in the approved minutes of the Board of Aldermen from the meeting. The vote of the Board was _____ (__) in the affirmative, _____ (__) in the negative, and _____ (__) member(s) absent. The motion passed and the Application was approved.

Pursuant to the foregoing vote, the Board of Aldermen makes the following conclusions of law:

A. The proposed Special Use complies with all applicable provisions of the City Code, including intensity of use regulations, setback regulations and use limitations.

B. The proposed Special Use of the Property will contribute to and promote the general, welfare, health, safety and convenience of the public.

C. The location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the Property with respect to streets giving access to it are such that the Special Use will not adversely affect the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.

D. Off-street parking and loading areas will be provided in accordance with the standards set forth in the City Code.

E. Adequate utility, drainage and other such necessary facilities have been or will be provided on the Property.

F. Adequate access roads, entrances and exit drives are being provided and are so designed to prevent traffic hazards and to minimize traffic congestion on public streets and alleys.

Based on all of the circumstances, including the Application and the evidence presented to the Board of Aldermen, the Special Use Permit requested pursuant to the Application shall be, and hereby is GRANTED subject to the following terms and conditions:

Draft

A. Uses:

1. This Special Use Permit shall authorize the Applicant, the Owner and any future tenant or owner of the Property, to use the Property for an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility, and associated uses in addition to all permitted uses in the St. Peters Lakeside 370 Special District as follows:

    a. Karting facility.
        i. Kart racing.
        ii. Motorcycle racing.
        iii. Individual car/truck or motorcycle racing, practice, and testing.

    b. Drone/model airplane racing, practice, and testing.

    c. Garages/race vehicle storage and associated race trailers/equipment storage.

    d. Civilian driver training classes and clinics.

    e. Emergency services training.

    f. Vehicle service area.
        i. Vehicle service is limited to racers and track members.
        ii. General automotive services to the public shall not be permitted, except for non-for profit charity events.

B. General Requirements:

1. the Applicant, the Owners and any future tenant or owner of the Property may use the Property for outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility, and associated uses in addition to all permitted uses in the St. Peters Lakeside 370 Special District

    Any modifications to the Property shall be subject to prior approval by the Planning and Zoning Commission, with minor modifications to be approved by the City's Planning Department.

2. The development of the Property shall be as substantially shown on **Exhibit B**. The applicant shall submit a site plan in compliance with City Code Section 405.460 for approval prior to issuance of a building permit.

3. The project design guidelines shall be as substantially shown in **Exhibit C**. The final design, phasing, and architecture shall be approved by the Planning and Zoning Commission as part of the site plan review process per City Code Section 405.460.

Draft

4. Noise from the facility shall be in compliance with all City Codes, as amended, including but not limited to:
   a. City Code Section 210.390 Regulation of Noise Levels.
   b. City Code Section 210.400 Motor Vehicle Racetracks – Noise – Hours of Operation.
   c. The site plan for the project shall provide detailed sound levels at all property lines and show the location/type of any required attenuation to meet the City Code noise requirements.

5. Drone/model airplane racing, practice, and testing shall be limited to the Property. No drones operated from the site shall be flown off site at any time. The operation of all drones/model airplanes shall be in compliance with all City, State, and Federal requirements.

6. Special Event Parking:
   a. Prior to any special event, the applicant shall obtain a variance from City Code Section 405.550 (B)(2) which requires that no more than 25% of the total amount of required parking be off site and that it shall not be farther than 300 feet to the building being served.

   b. The applicant shall submit a special event parking plan to the Planning Department for approval, prior to any event requiring off-site parking and/or the use of shuttle busses. The special event parking plan shall include:
      i. Expected attendance.
      ii. The location of the parking.
      iii. Written approval of the off-site parking lot owner.
      iv. Verification that the off-site parking will not impair the parking requirements of the Property.
      v. Number of shuttles buses to be used and hours of operation.
      vi. Other information as deemed necessary by the Administrative Officer.

7. The outside storage of race vehicles/trailers and associated equipment shall be screened from public view unless waived by the Administrative Officer.

C. If any provision of this Permit shall to any extent be invalid or unenforceable, the remainder of the Permit shall not be affected thereby, and each such provision of the Permit shall be valid and enforceable to the fullest extent permitted by law.

D. The Special Use Permit shall only be valid for a period of one (1) year from the date of its approval by the Board of Alderman, unless within such period:

   1. a building permit is obtained and the erection or alteration of the Property and related structures, if any, is commenced; or

   2. the use permitted herein is lawfully commenced.

Draft

E. The Board of Aldermen, upon written request of the Applicant, may grant an extension not exceeding one year, without notice of hearing.

F. The terms and conditions herein set forth shall be deemed to be covenants running with the Property.

G. The Owners and Applicant, and their successors in interest, shall comply with all other requirements of the City's Zoning and Subdivision Regulations, including but not limited to parking and signage requirements, and any other city, state, or federal regulations that are applicable unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the _____ day of _____, 2016.

Draft

CITY OF ST. PETERS, MISSOURI

SEAL

By_____
Len Pagano, Mayor

Attest:

_____
Patricia E. Smith, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me appeared LEN PAGANO, to me personally known, who, being by me duly sworn, did say the he is the Mayor of the CITY OF ST. PETERS, MISSOURI, a municipal corporation, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its Board of Aldermen; and, said LEN PAGANO acknowledged said instrument to be free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

_____
Notary Public

My Commission Expires:

Draft

APPLICANT:
370 Speedway LLC

By: _____
Paul Irwin, Member

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 18th day of May, 2016, before me personally appeared **Paul Irwin**, to me personally known, who, being by me duly sworn, did say that he is a Member of 370 Speedway LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and said **Paul Irwin** acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Nicole D. Berndt
Notary Public

My Commission Expires
March 29, 2019

NICOLE D BERNDT
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 15988555
My Commission Expires March 29, 2019

Draft

OWNER:
Stonewolf, Inc.

Christine Shy, Secretary

Christine Shy, Secretary

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 18th day of May, 2016, before me appeared Christine Shy, who, being by me duly sworn did say that she is secretary of Stonewolf, Inc., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, and said Christine Shy by authority of its Board of Directors, acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Paula J. Zumbehl

Notary Public

My Commission Expires

PAULA J. ZUMBEHL
Notary Public - Notary Seal
State of Missouri, St Charles County
Commission # 14437993
My Commission Expires Apr 3, 2018

Draft

EXHIBIT A

Property Description:

Tract 2 of the Grand Slam Golf and Learning Center Plat as recorded in Book 35 Pages 360-361 at the St. Charles Recorder's Office.

Draft

EXHIBIT B

Concept Plan

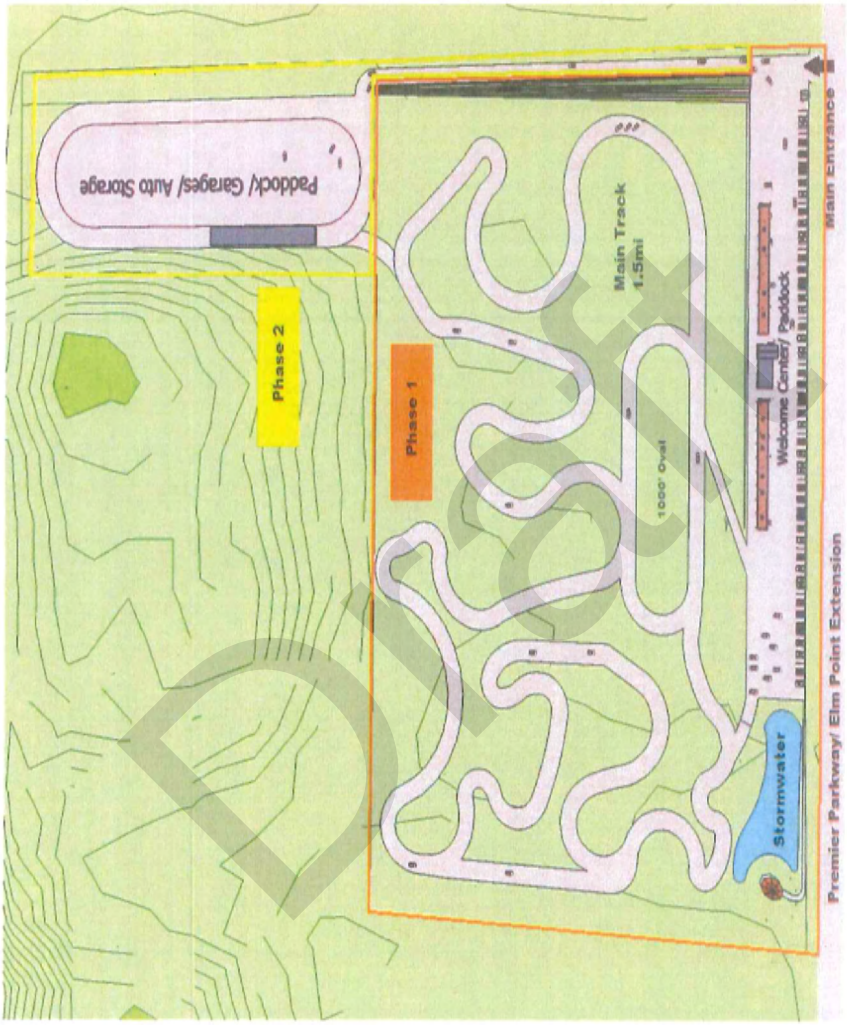

Figure 13 **Anticipated** Development Phasing

Draft

EXHIBIT C

Project Design Guidelines and Objectives

370 Speedway Master Site Development Plan
Dated March 2016

(on file with the Planning Department)

Draft

370 Speedway

Master Site Development Plan

PUBLIC HEARING DRAFT

March, 2016

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Draft

1.0 Introduction

This Master Site Development Plan (MSDP) contemplates a unique business development with a regional significance. The project includes a mulit-purpose karting facility and related automotive/ karting services. The project is supported by various partnerships and synergies involving various private automobile (car) clubs, karting clubs, RC clubs, and motorcycle clubs.

The MSDP establishes specific development expectations regarding how the proposed project will be implemented within a portion of the titled area that includes ± 36 ac legally described as 10000 Premier Parkway South/ Elm Point Rd. St. Peters, MO 63376.

This MSDP addresses proposed placement of buildings and related improvements, landscaping, lighting, signage, parking/loading areas and establishes expectations for the architectural design and treatment of the proposed motorsports facility. It also describes a strategy to implement required transportation and utility servicing infrastructure necessary to support the project and provides expectation for how the project will be implemented in phases in accordance with the County's development permit process.

For purposes of this MSDP, the term "developer" is intended to refer to the 370 Speedway LLC. References to either term herein contained are meant to be interchangeable.

Draft

Creating 370 Speedway provides a unique opportunity to establish a much needed facility not only for local motorsports enthusiasts specifically, but also for the City of St. Peters residents at large and people from the surrounding St. Louis Region. There is strong market demand for the project's core components, particularly the karting facility. However, 370 Speedway LLC believes the project will be more than just a "race track". Instead, it will be a unique facility that brings together the shared vision and values of multiple stakeholders promoting the common themes of safety, environmental enhancement, social interaction, and respect for agriculture.

Draft

DRL

© NMRRC Photos

CAR SHOW

Figure 1 **Regional** Context

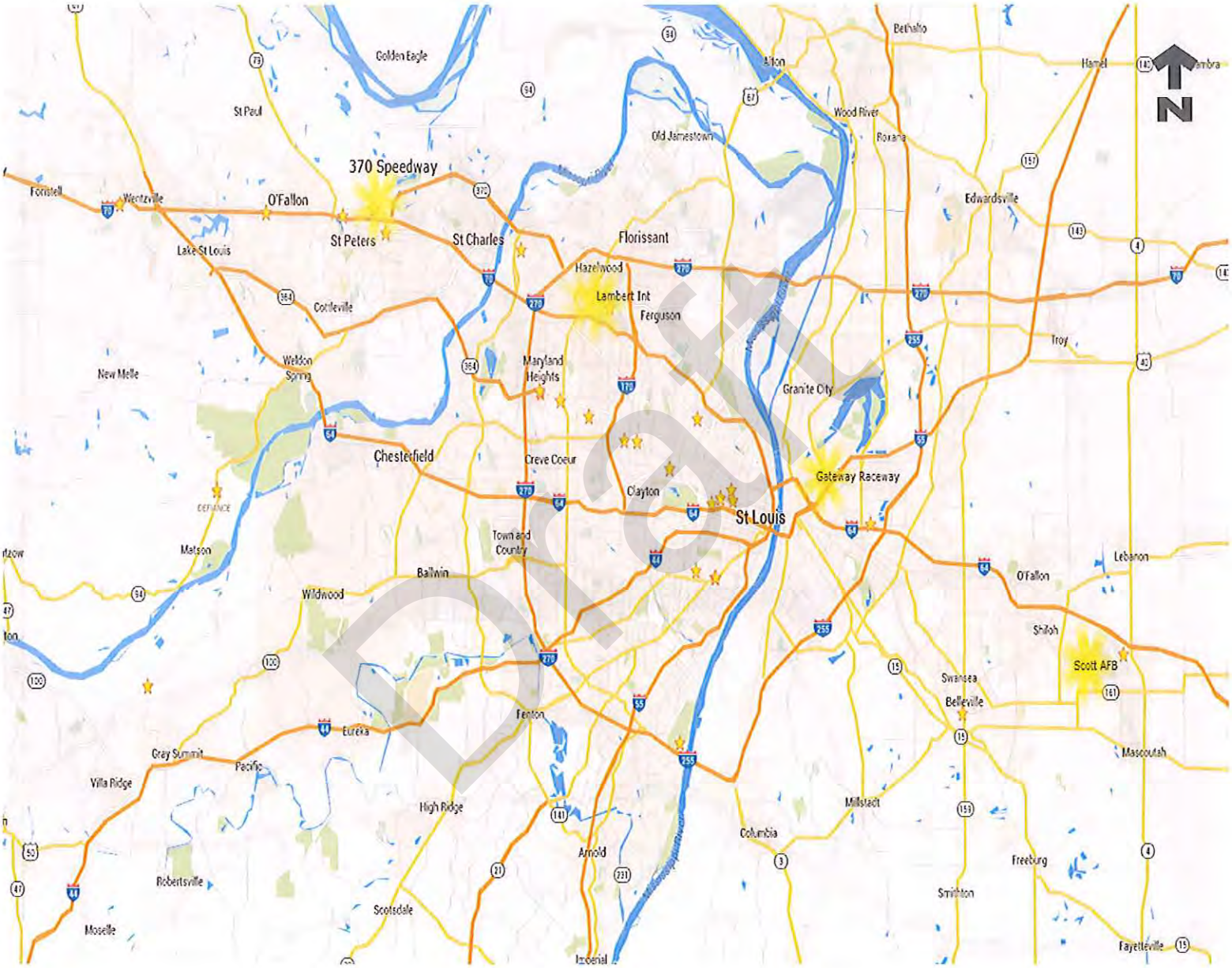

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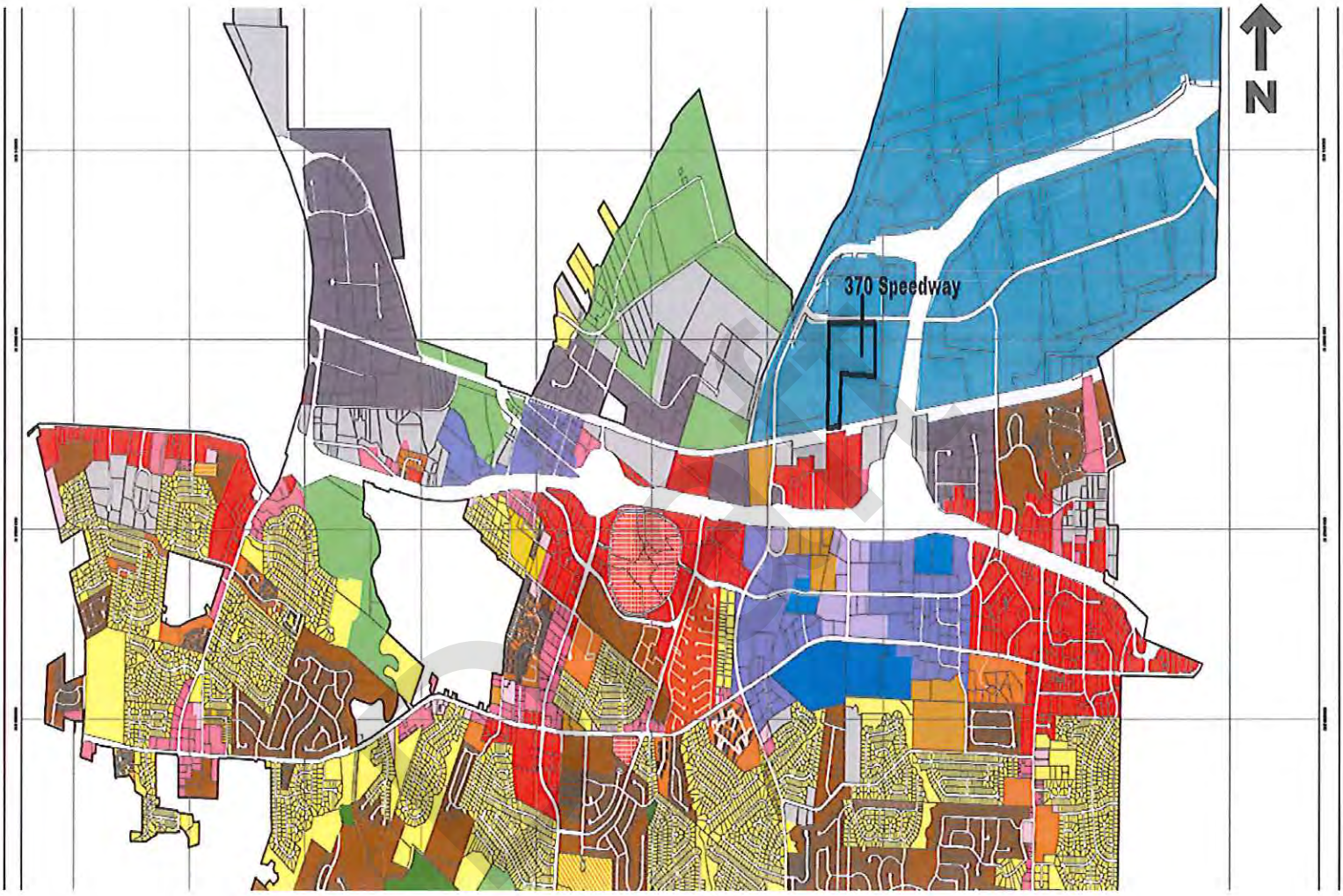
Figure 3 **Land Use** Context



Zoning District Map

for the City of St. Peters, Missouri

Revised: 03/31/2011

1,200 600 0 1,200 2,400 3,600 4,800 6,000
Feet

N
W E
S

Legend

- CORPORATE LIMITS
- R-1 SINGLE FAMILY RESIDENTIAL
- R-1(A) SINGLE FAMILY RESIDENTIAL
- R-2 TWO FAMILY RESIDENTIAL
- R-3(A) MULTIPLE FAMILY RESIDENTIAL
- R-3(B) MULTIPLE FAMILY RESIDENTIAL
- R-M MOBILE/MODULAR HOME RESIDENTIAL
- C-1 NEIGHBORHOOD COMMERCIAL
- C-2 COMMUNITY COMMERCIAL
- C-3 GENERAL COMMERCIAL
- C-4 REGIONAL SHOPPING CENTER
- CPD COMMERCIAL PLANNED DISTRICT
- PUD PLANNED URBAN DEVELOPMENT
- I-1 LIGHT INDUSTRIAL
- I-2 HEAVY INDUSTRIAL
- A-1 AGRICULTURAL
- P-1 PARKS
- S-D SPECIAL OLD TOWN DISTRICT
- SD-I INSTITUTIONAL
- SD-LI LIGHT INDUSTRIAL
- SD-OC GENERAL OFFICE/COMMERCIAL
- SD-RC GENERAL RETAIL/SERVICE COMMERCIAL
- SD-T SPECIAL DISTRICT TECHNICAL
- SL ST PETERS LAKESIDE 370 SPECIAL DISTRICT

Figure 4 **Site** Conditions

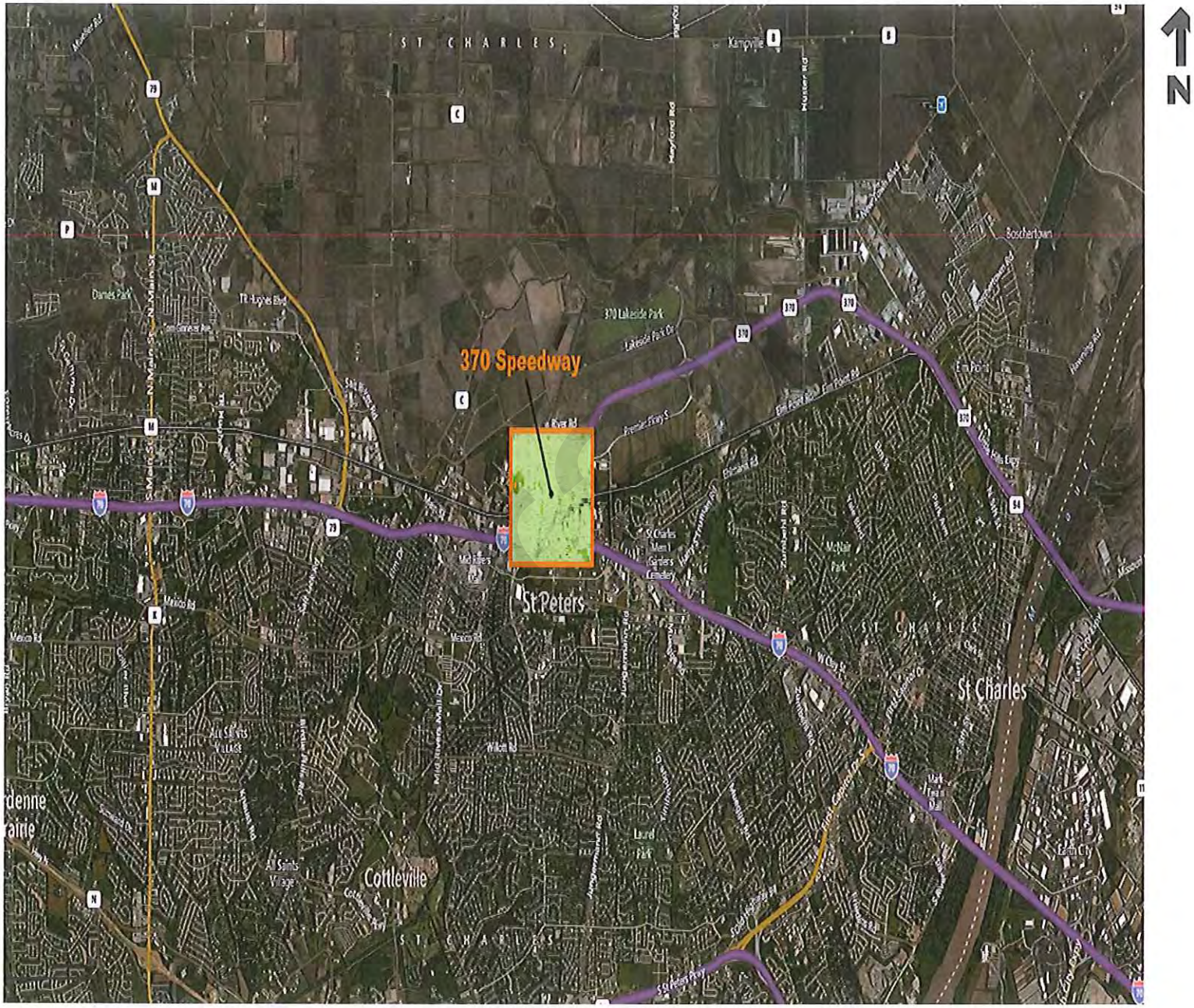
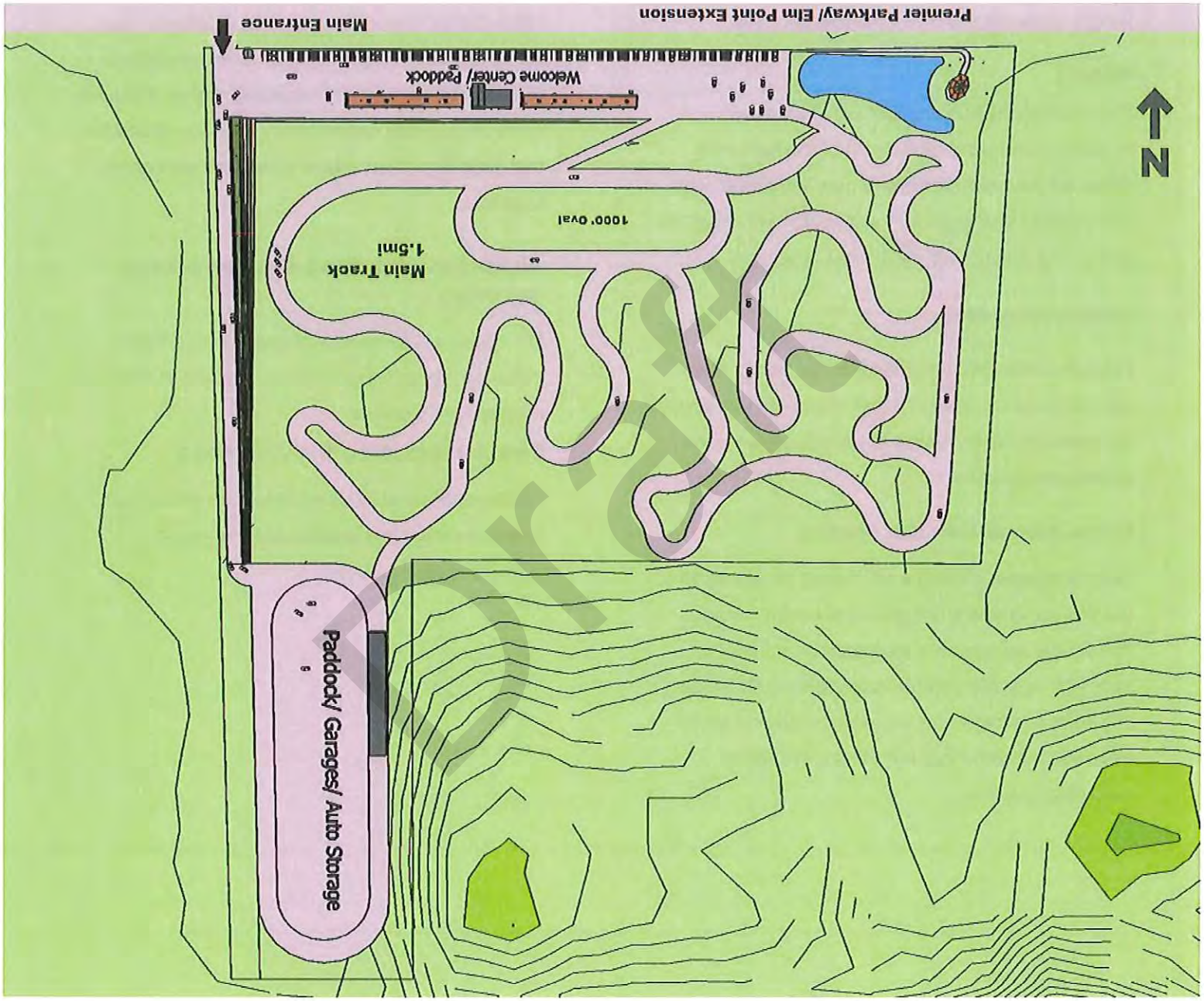


Figure 5 **Development** Concept



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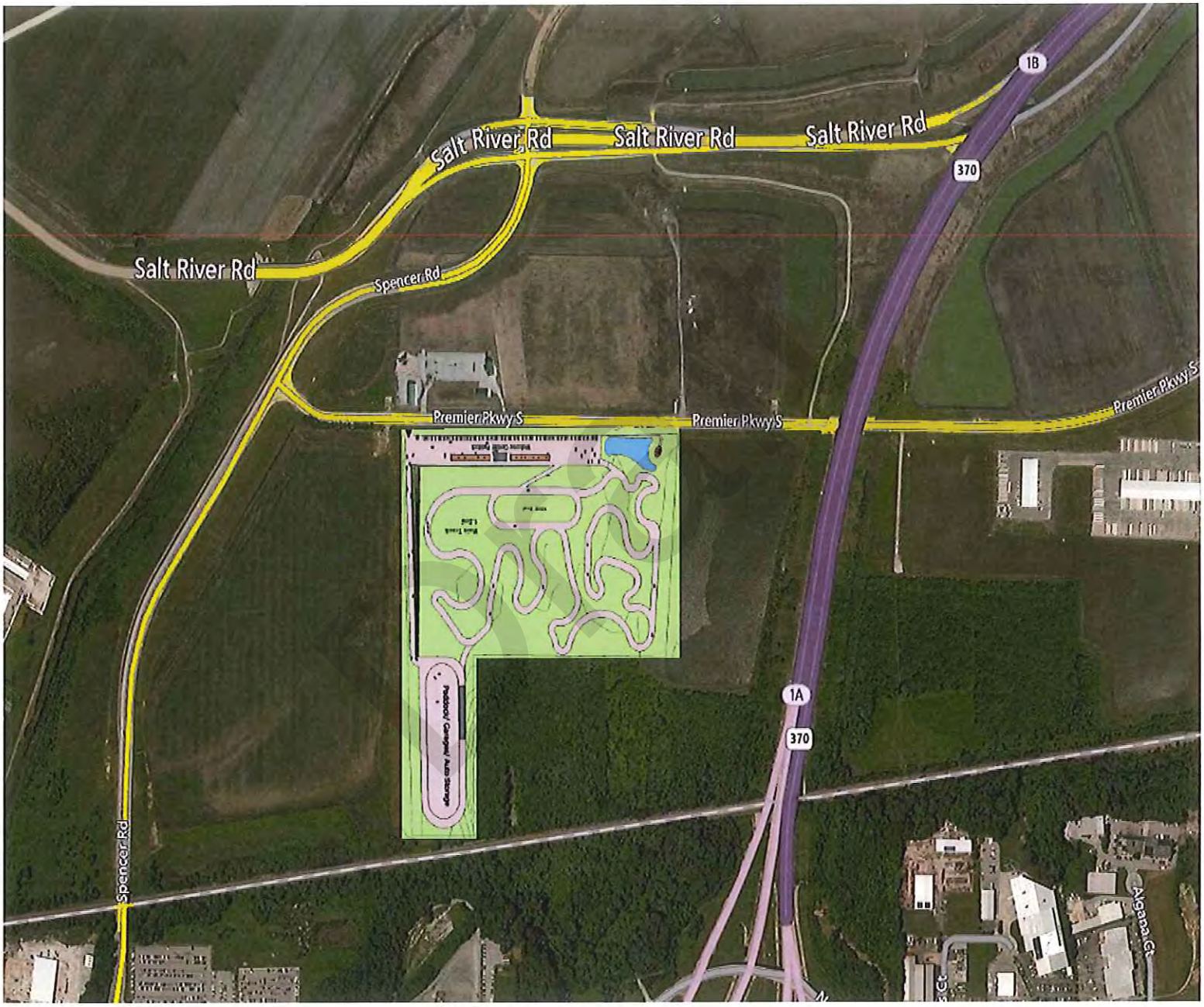
Utility Servicing

370 Speedway LLC will construct, operate and maintain a comprehensive utility system to provide potable water, fire suppression, wastewater collection and disposal and storm water management in accordance with municipal and provincial regulatory requirements.

Draft

Figure 6 **Transportation**



SHUTTLE BUS SCENARIO:

Approximately ± 690 parking stalls would be required to accommodate ± 1500 spectators for a major event. On-site parking of this magnitude is not recommended as it would be preferred that a temporary and remote off-site location be secured for shuttle services. With an average bus size of 30 seats, approximately 50 trips (1500/30 = 50) would occur from off-site parking area to the event during the weekend peak hour. This is far less than the vehicle volumes identified in the scenario involving on-site parking.

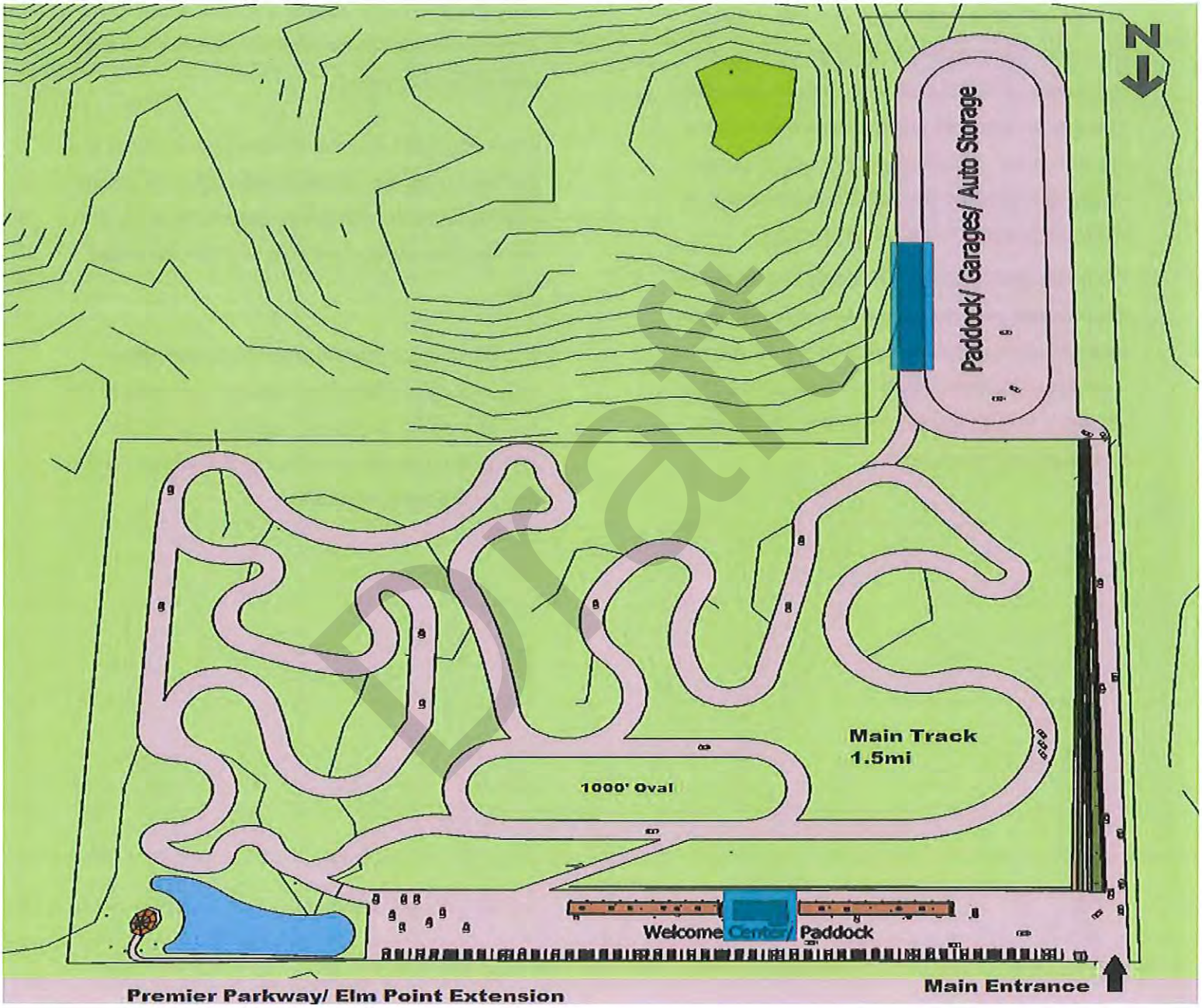
It is acknowledged that, for whatever reason, the preferred option to bus spectators to the facility was not implemented and on-site parking was developed, it would result in higher traffic volumes on the study area network which would need to be addressed through the implementation of a Special Event Traffic Management Plan to be addressed as part of the development permit for the karting facility. Given the infrequency of special event occurrences, no alterations to the road network in the way of road capacity would be appropriate or necessary beyond the level already outlined in the recommendations for the non-event condition and the relative infrequency of events and the need for a Traffic Management Strategy would serve to limit impacts, control traffic flows, speed limits, etc.

Local Roadway/On-site Access Improvements

In all cases, pronounced linkages along the private roadways between the karting facility development areas shall be encouraged to facilitate emergency access. However, it is expected that some (or all) of these planned road connections will be gated for security purposes. Emergency responders will be provided keys for all locked gates in accordance with protocols governing same.

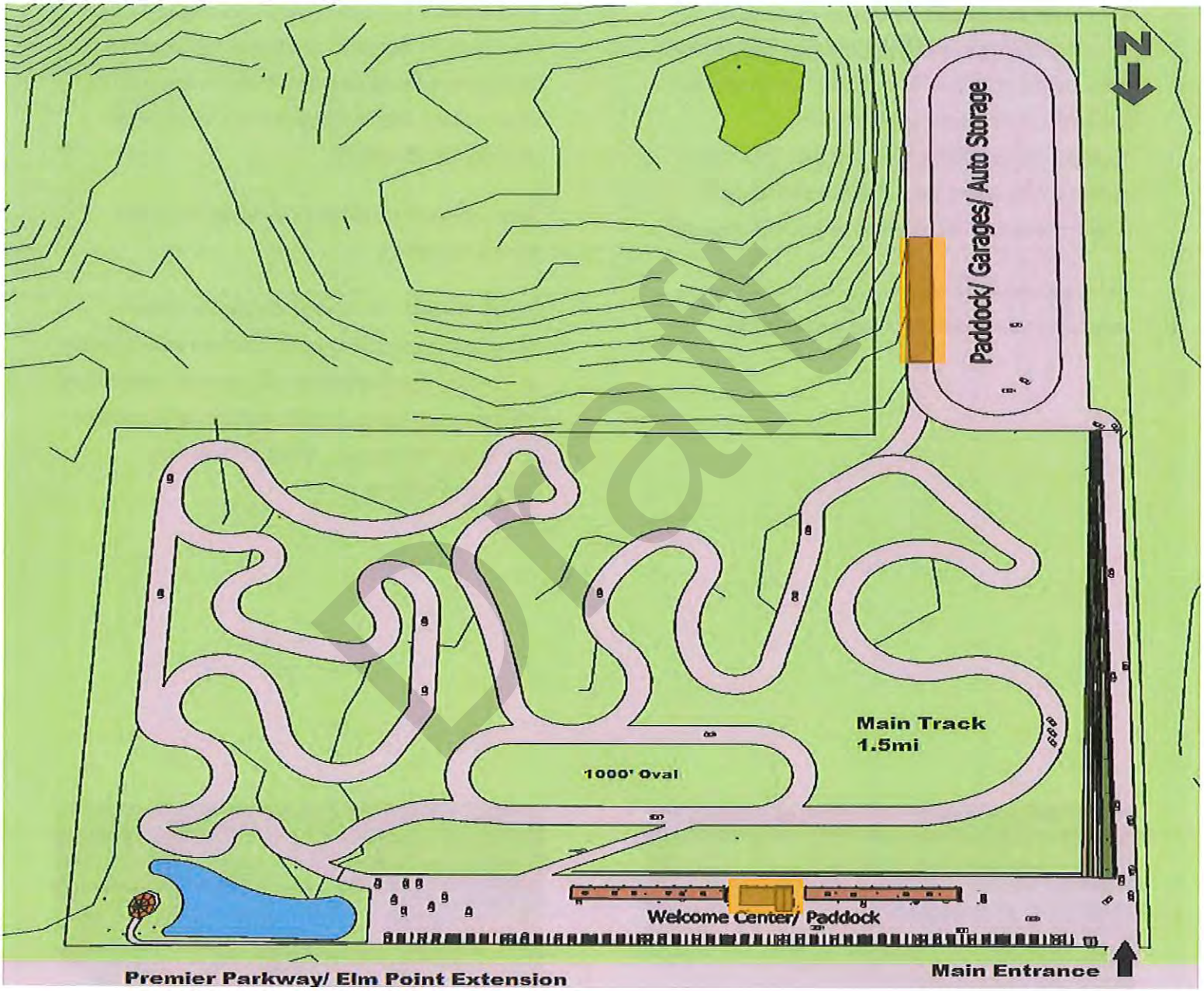
Draft

Figure 7 **Water** Servicing



Potable Water Supply

Figure 8 **Sanitary** Servicing



Onsite Sanitary Servicing Area

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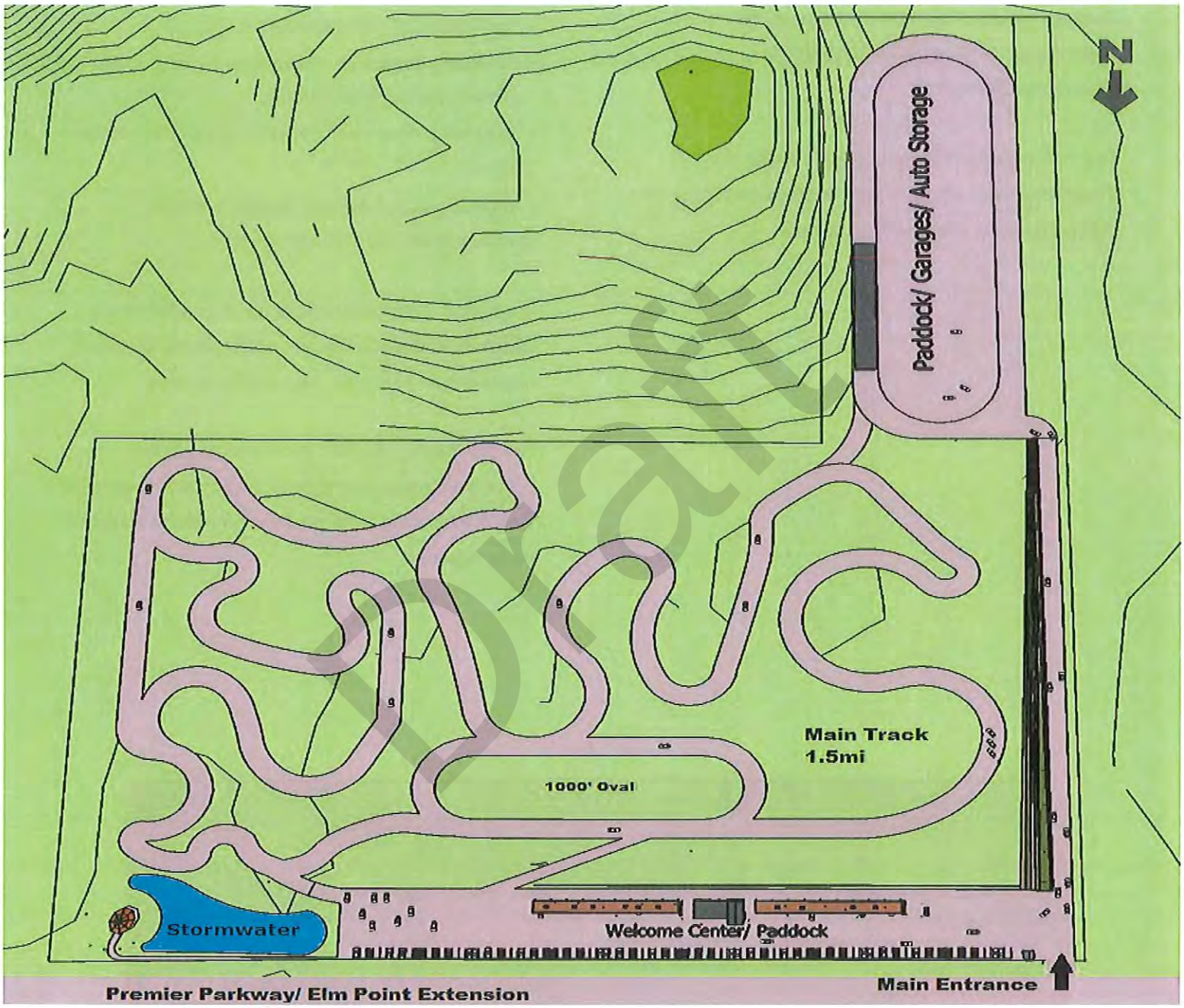
Figure 9 **Stormwater** Management



Stormwater Pond Location

with appropriate qualifications. All required stormwater infrastructure will be constructed by the developer without any requirement for financial contribution by the County. It is acknowledged that all wetlands disturbances within the MSDP area shall require authorizations from the city.

Potential Applied Research Facility

The integrated water management concept proposes to utilize and enhance the existing wetlands within the site to naturally treat the stormwater generated within the project. Together with Missouri's Wetland Development Program 370 Speedway will enhance existing wetlands adjacent to the site.

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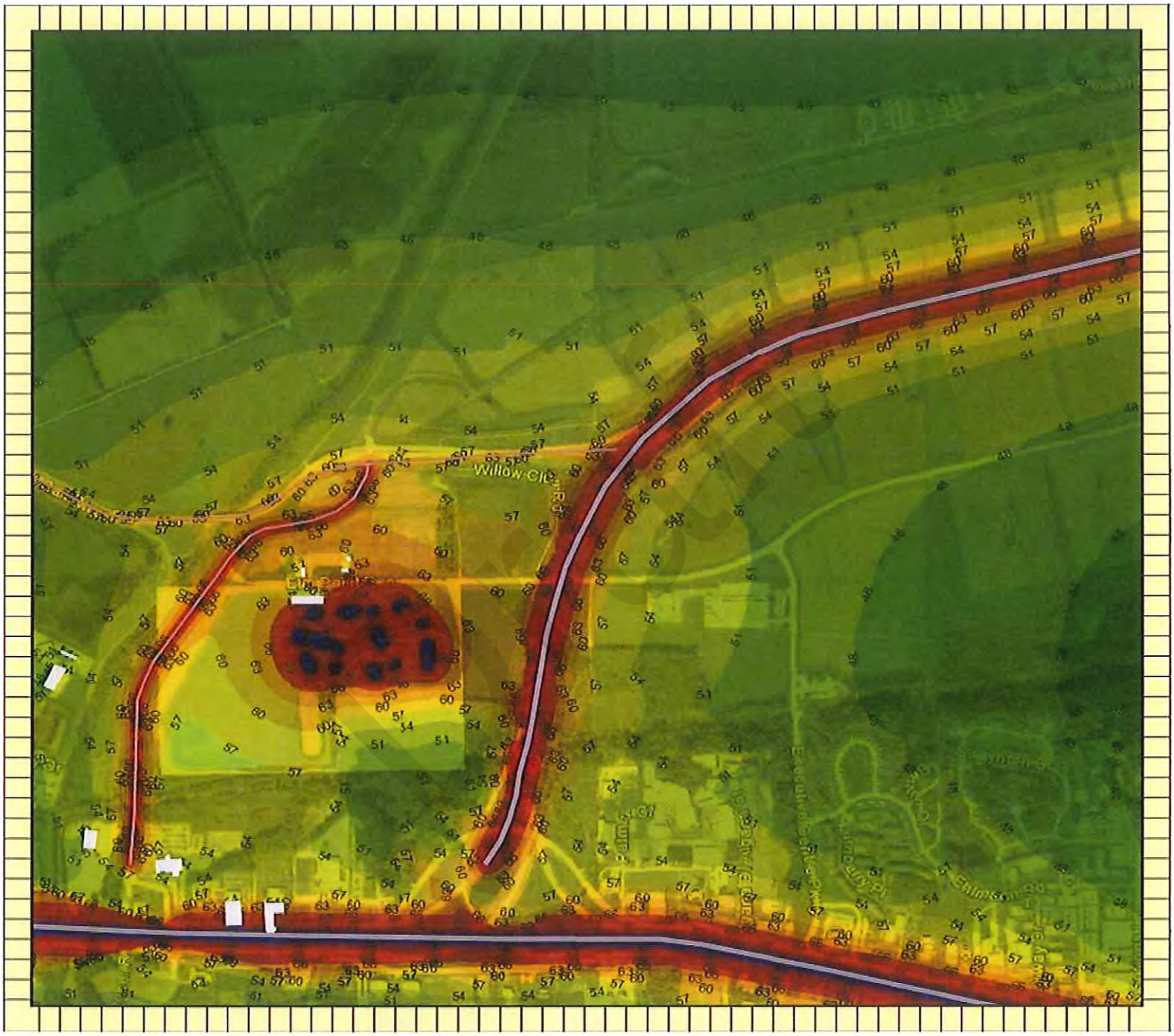
Figure 10 **Noise** Impact



Typical track day using 4-stroke karts. Refer to provided Sound Impact Assessment.
McClure Engineering 2015

Fencing

Security fencing should be limited to side and rear yards and visually screened with landscaping. Where possible and practical, security fencing should be located behind a landscape buffer so that only the landscaping is visible from the street or adjacent parcels. Fencing in front yards should be limited to decorative use only and should not visually obstruct the building. The developer shall be required to prepare detailed fencing plan at the development permit stage.

Lighting

370 Speedway LLC will establish and maintain an outdoor lighting system that respects an overall expectation to maintain "dark skies" in accordance with the County's policies.
The overall design imperative is to reduce the effects of lighting within the development area as affecting the immediately adjacent properties and the surrounding community.

In general terms, the majority of site is not expected to be illuminated. However, buildings within the area are expected to incorporate exterior lighting elements that provide sufficient illumination for safety and security purposes. The intent shall be to highlight and detail specific features of the buildings without the need for flood-lighting with incidental spillage and glare. All building lighting shall be designed to minimize impact on adjacent lands. Service areas associated with commercial buildings may be lit with surface mounted wall fixtures having concealed lighting sources.
The developer shall be required to prepare detailed lighting plan at the development permit stage.

Signage

All signage within the MSDP area should utilize simple, clear, consistent and informative way-finding for all modes of transportation. The developer shall coordinate signage throughout the entire MSDP area, particularly at the main site entrance, along private roadways, on buildings and on way-finding elements. It is expected that no signage within the MSDP area will be backlit or include flashing neon illumination. Signage will be lit by downward-facing flood lights with fixtures and elements that are dark-sky compliant. The developer shall be required to prepare detailed signage plan at the development permit stage.

Parking/Loading

All parking areas that are visible from adjoining public roadways shall be integrated with soft and/or hard landscaping.

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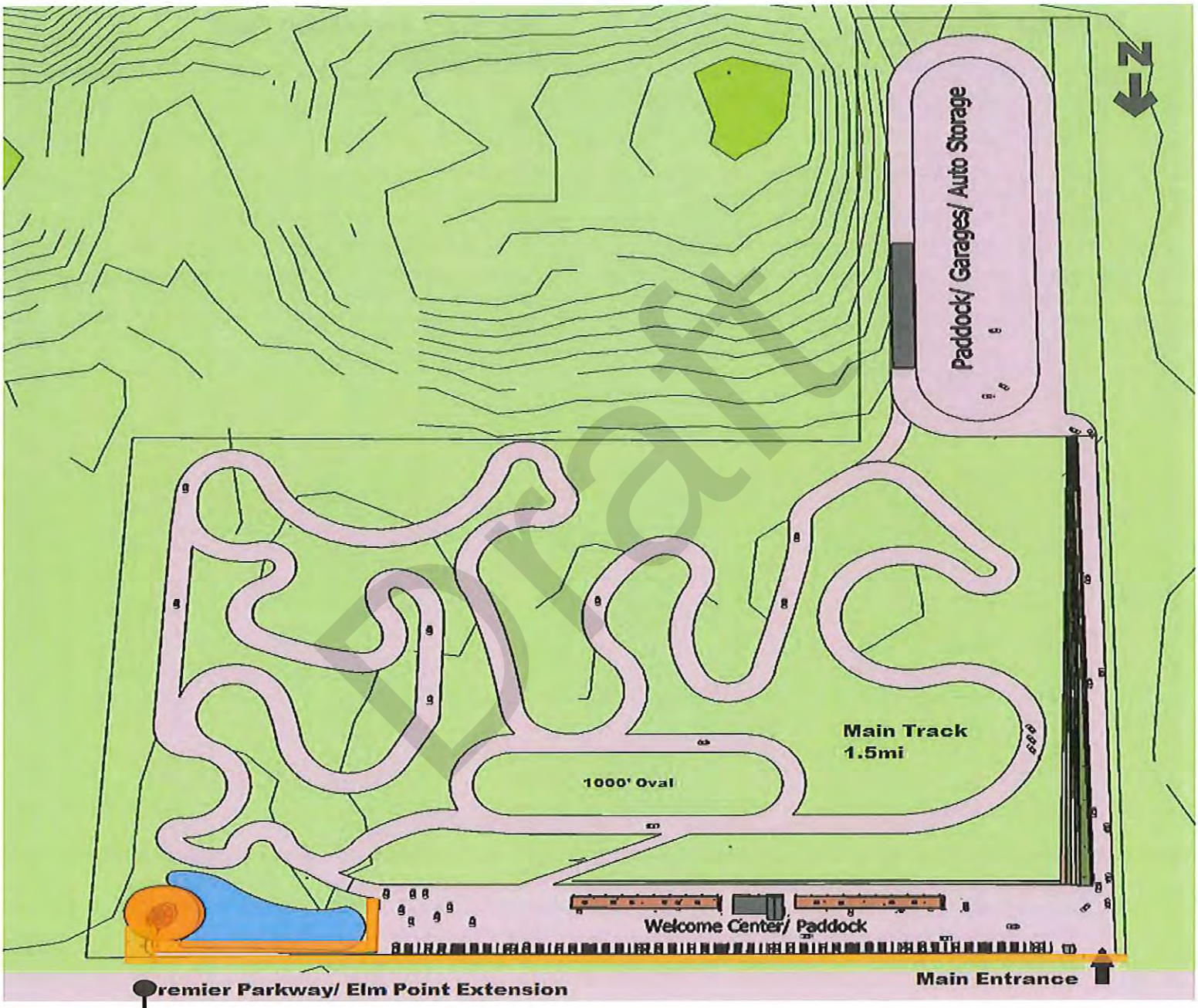
Figure 11 **Boundary Design** Guideline



Areas where enhanced Architectural Design Considerations are expected to apply

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13.0 Municipal Policy Framework

Location Rationale

370 Speedway was mindful of this consideration when choosing their preferred site. They did not want to locate this new facility in an area that is expected to be required for future urban uses and be forced to relocate the facility in 10 – 15 years.

Correspondingly, developments proposed within the County's regional business areas are expected to contribute assessments and levies to offset the significant infrastructure investment that the County and/or front-ending developers have provided. The type, scale and intensity of development contemplated by this MSDP does not require an enhanced "near-urban" level of utility servicing.

It is noted that 370 Speedway LLC will be limited in size, scale, intensity and scope as herein identified by this MSDP. The technical reporting prepared in support of the plan demonstrates that the facility will provide direct and safe access to a paved County road and the nature of the development and the specific design consideration included in the MSDP will minimize the potential to create adverse impacts on existing residential, business, or agricultural uses. As such, 370 Speedway LLC believes that this application for MSDP is consistent with the business policy provisions of the County Plan. Likewise, the development concept contemplated by the MSDP is in-keeping with the triple-bottom line objective of balancing fiscal, social and environmental considerations.

Draft

Municipal Reserve (MR)

TBA

Emergency Response Plan & Site Security Considerations

The type of development activities expected within the MSDP area requires careful consideration for an emergency response should an incident occur within the facility that requires same. As such, the developer shall be required to prepare an emergency response plan at the development permit stage to articulate how the development activities within the 370 Speedway will address the following consideration:

Fire Response

370 Speedway LLC expects to purchase a fire apparatus that will be operated by trained personnel during track events. This on-site apparatus would be the primary response to such incidents (e.g. vehicle fire) and will be located within the facility.
The secondary Fire response is expected from St. Peters City via the Central County Fire and Rescue Station No. 4 and perhaps from the Central County Fire and Rescue Station No. 1.

Emergency Management Services

370 Speedway LLC expects to have track officials trained in first aid techniques on-site at all time during hours of operation. However, the developer also expects to contract a full-time on-site EMS vehicle and personnel as part of normal operations. As such, primary EMS response will be located within the facility. Secondary EMS response is expected from the ambulance station situated in the City of St. Peters at the Central County Fire and Rescue Station No. 4

Policing

370 Speedway LLC expects that primary police response will come from the St. Peters City police with support from the St. Charles County Peace Officers. The developer also expects to contract a full-time on-site security service to monitor activities within the facility on a 24 x 7 basis.

Building Security

370 Speedway LLC expects that all buildings within the MSDP area where vehicles and equipment will be stored will be provided a monitored alarm system and placed under video surveillance.

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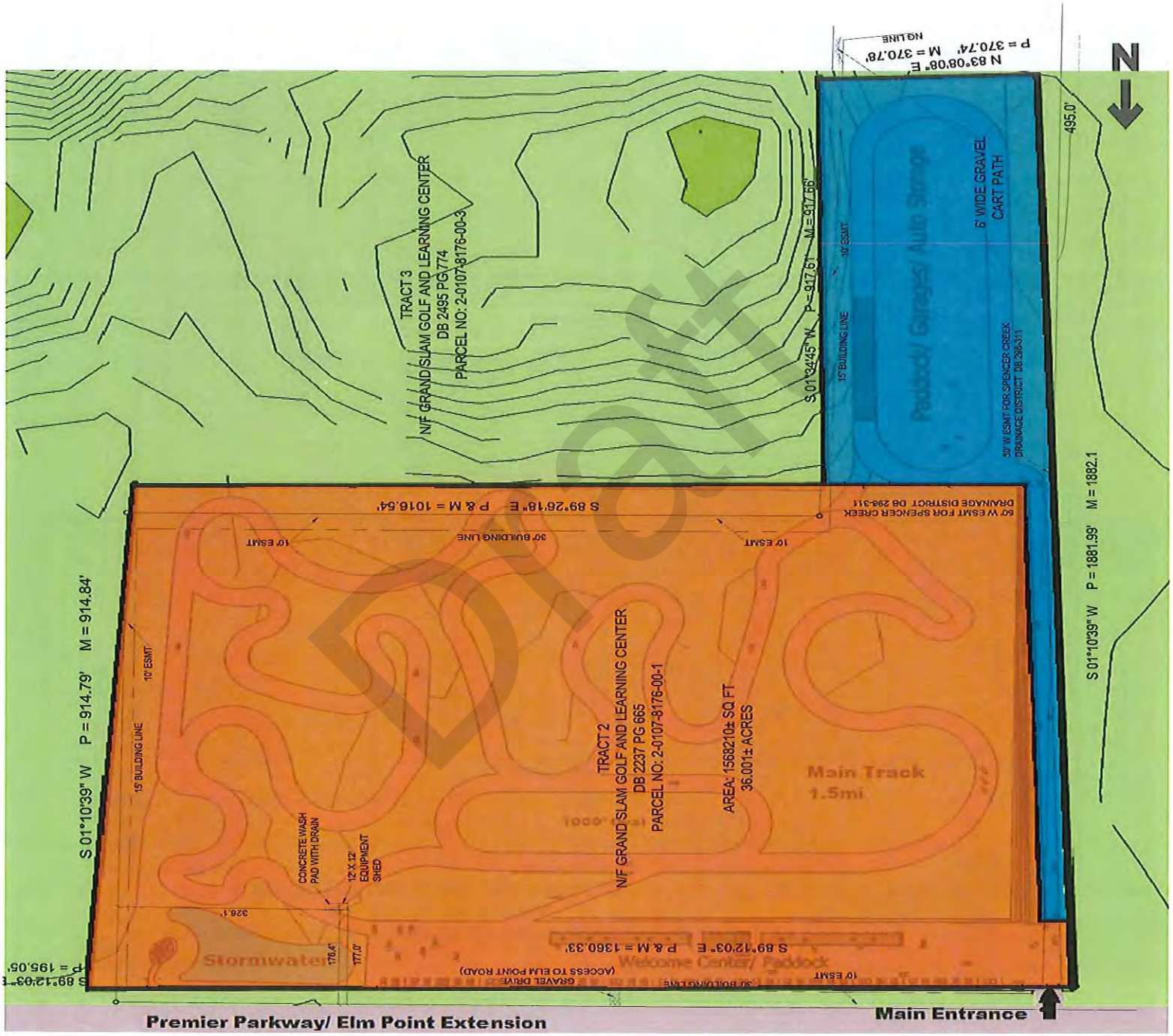
Figure 12 **Proposed** Land Use



CELL 1 KARTING FACILITY

CELL 2 GARAGE/ AUTO STORAGE

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15.0 Community Consultation Summary

370 Speedway has dedicated a significant effort to engaging the community since it filed its application for approval of its Master Site Development Plan. 370's consultation process has extended well beyond the area that is required by the City of St. Peters. Community communication/ engagement efforts have included the maintenance of a comprehensive website, and door to door direct communication. 370 Speedway LLC believes that this demonstration of support affirms that the 370 Speedway will meet a strong market demand, provide local enthusiasts with an entirely new world class driving experience and serve as a critical economic driver for City of St. Peters.

370 Speedway LLC acknowledges the concerns that have been expressed from local and area landowners through their engagement and through formal communication with the County. 370 Speedway takes these concerns very seriously and is working to address these concerns. 370 Speedway believes a great number of the concerns expressed are based on misunderstanding about the project and efforts have been made to address what it believes to be the most significant concern which is the added noise. 370 Speedway will continue to communicate with neighbors as it moves through the development application processes.

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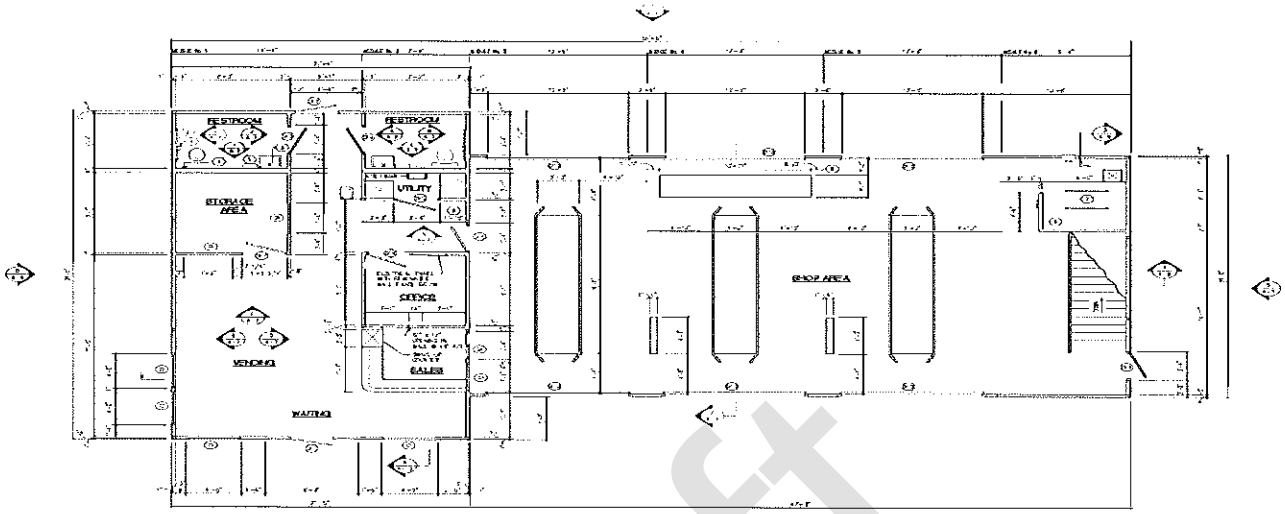
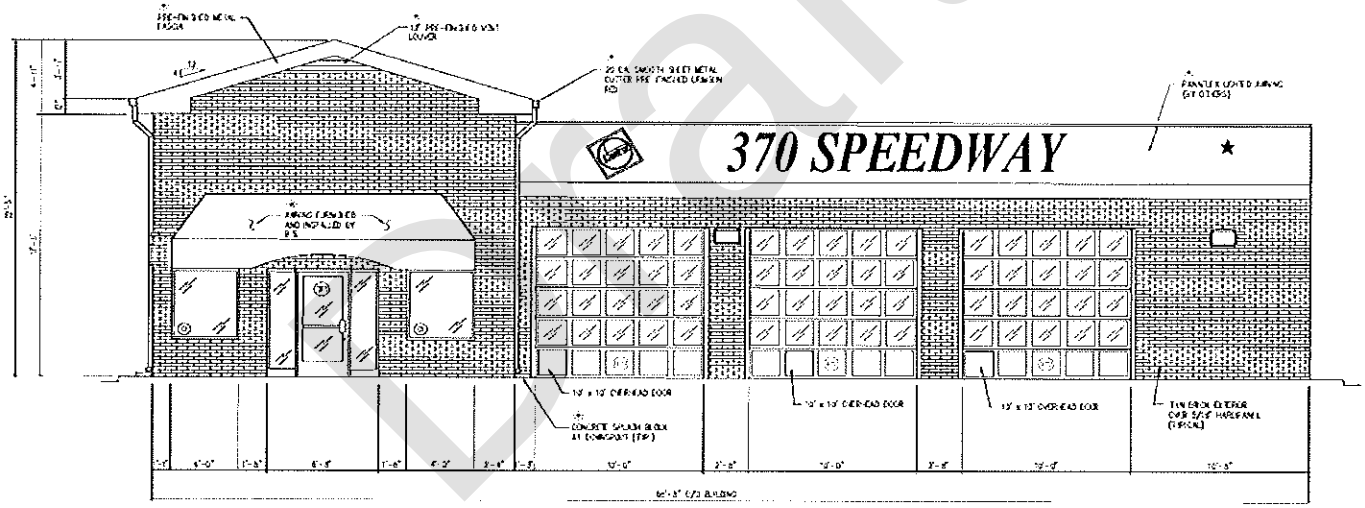
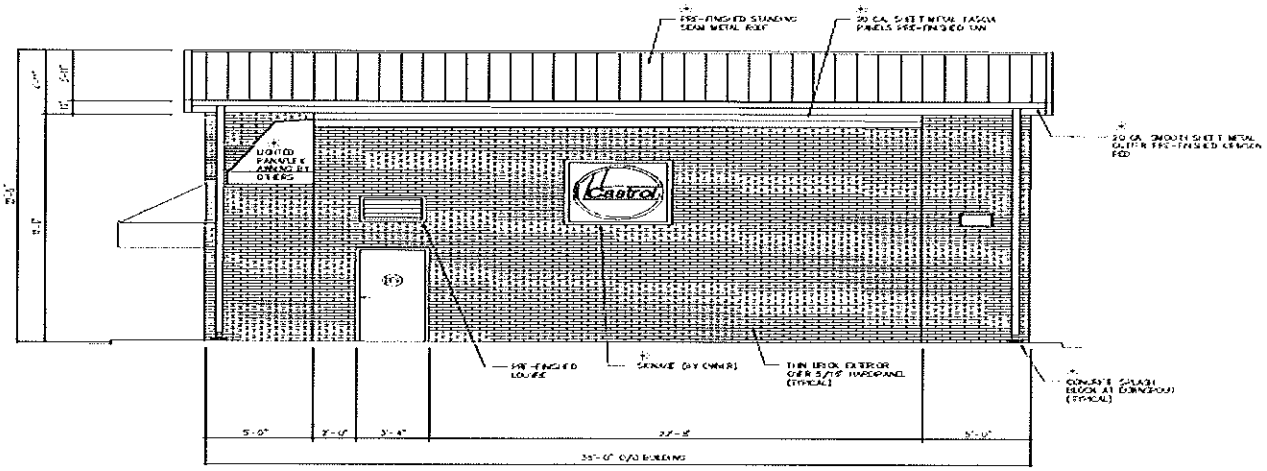
Building Construction Plans



FLOOR PLAN



ELEVATION



ELEVATION

Draft

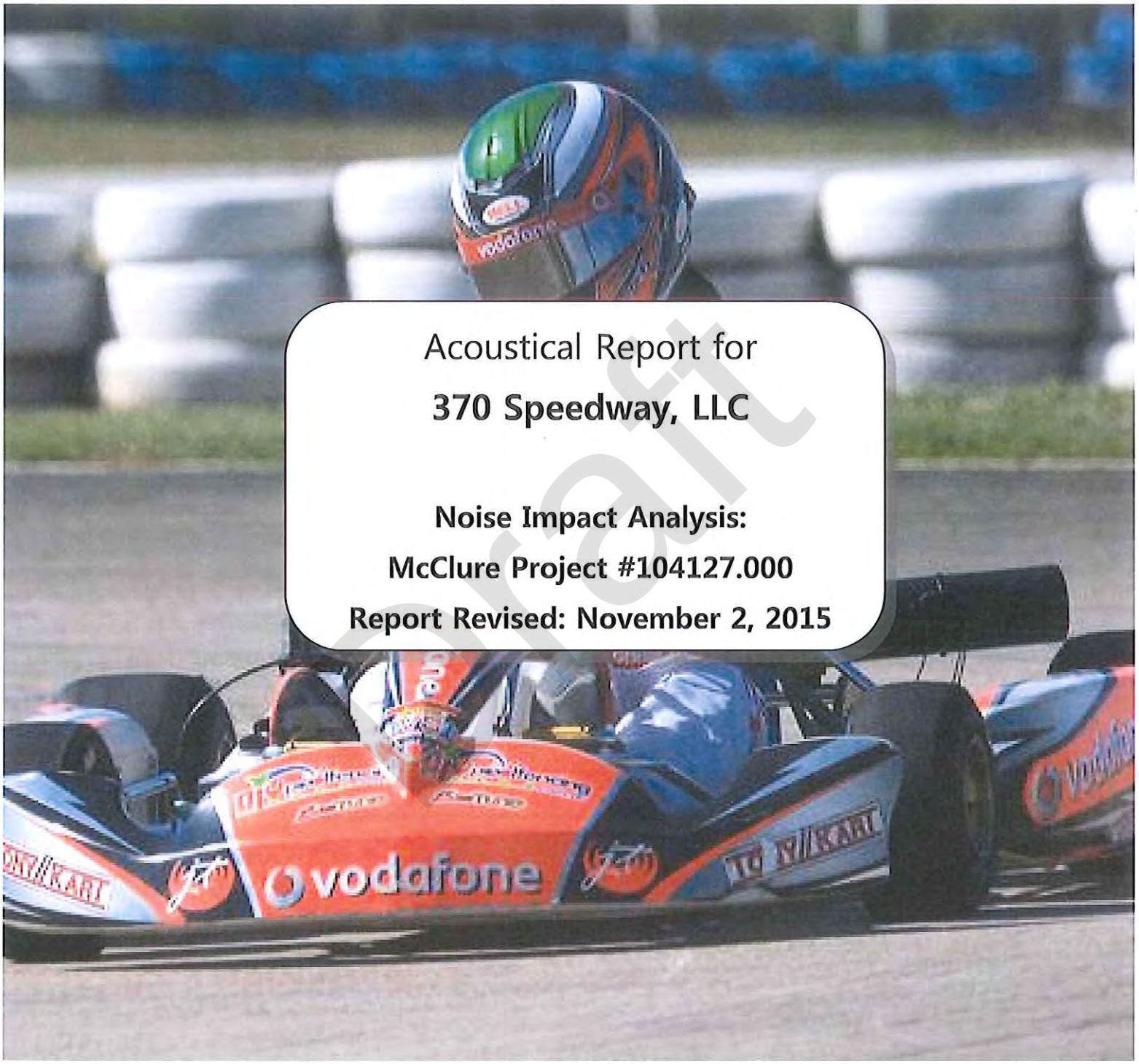
EXHIBIT D

Noise Study

The Acoustical Report 370 Speedway, LLC Noise Impact Analysis:
McClure Project #104127.000
Dated November 2, 2015

(on file with the Planning Department)

Draft



Acoustical Report for

370 Speedway, LLC

Noise Impact Analysis:

McClure Project #104127.000

Report Revised: November 2, 2015

Draft

MCCLURE ENGINEERING

4545 Oleatha Avenue Saint Louis Missouri 63116 T 314-645-6232 F 314-645-4128

**Per the City of St. Peters' request, McClure Engineering extended the calculation area of the 370 Speedway SoundPLAN model to include 370 Lakeside RV Campground to the northeast, a residential area (Soenker Circle) to the east and the area south of Interstate 70. The results are presented in this revised report.*

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Noise Source Summary **3**

Figure 2 – Current background and sound levels *3*

Noise Code Study **4**

Typical Site Measurements **6**

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Noise Impact Calculations **8**

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Additional Comments on Noise Sources **10**

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Table 3: Human Perception of Sound *11*

Conclusion **11**

Appendices **12**

Appendix A – Acoustical Nomenclature and Terminology *13*

Appendix B – 24-Hour Background Noise Measurements *16*

Draft

INTRODUCTION

McClure Engineering was commissioned by 370 Speedway, LLC to provide acoustical consulting for a proposed motorized vehicle racetrack development. The acoustical modeling and calculations assume the worst-case conditions for a fully functioning racetrack. The acoustical analysis accounted for all major noise sources which will primarily be similar to "go-kart" style vehicles, but may also include other motorized vehicles. This report summarizes our analyses and findings.

PROJECT DESCRIPTION

The proposed site is located at 10000 Elm Point Road at the intersections of Highway 370 (Hwy 370) and Interstate 70 (I-70) in the City of St. Peters, Missouri (See Figure 1). The land is somewhat flat throughout the proposed track site; however, there is an approximately 100 ft. increase in elevation between the proposed track area and the neighborhood to the southeast as well as the vacant car dealership's parking lot to the south. Also to the south of the proposed track site, there are train tracks that run along a bluff that increases in elevation as it approaches I-70. The surrounding area is zoned as part of the St. Peters Lakeside Special District. The closest "neighbor" is a car dealership to the south-southwest.

Figure 1 – Site map
**X indicates monitor location*

NOISE SOURCE SUMMARY

SoundPLAN acoustical modeling software was used to provide a composite analysis of all the sources, including elevation, building geometry, wall surfaces, and acoustical absorption. Figure 2 shows the noise contour map for the existing site which is presently being used for agricultural farming. Currently, the primary noise sources impacting the site are road noise, farm equipment, and aircraft noise from St. Louis International Airport. The racetrack will primarily be used to race smaller "go-kart" style vehicles ranging in size from 2-stroke and 4-stroke karts; however, it will also encompass a variety of other motorized vehicles with similar noise profiles including motorcycles between 20 cc and 40 cc. Generally, only 20 or fewer motorized vehicles will be racing at one time; but, on occasion there may be up to, but no more than 30.

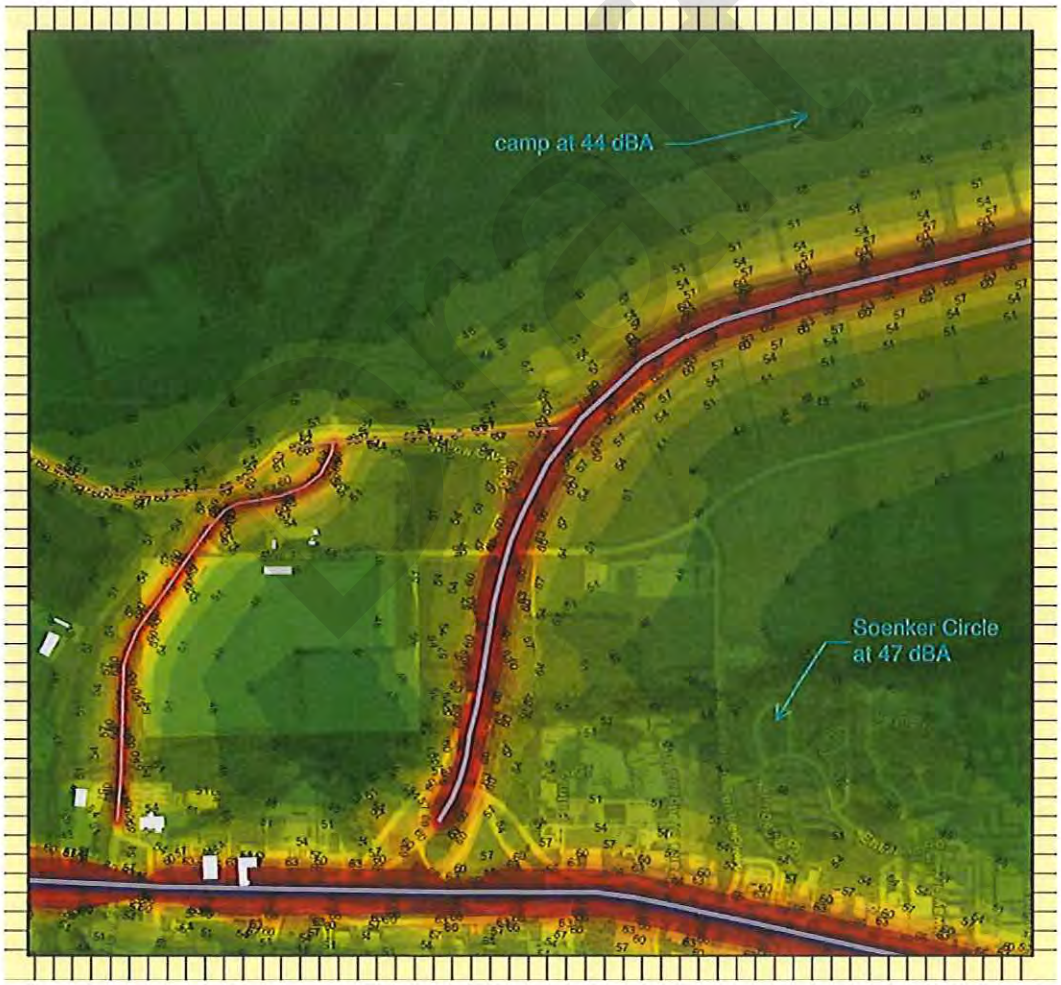

Figure 2 – Current background and sound levels

The A-weighted Sound Pressure Level (SPL)[1], in decibels (dBA), is typically what is measured and used to quantify sound levels. The distance the sound pressure level measured from the source is also critical for calculations. The Sound Power Level is a calculated sum of the energy emitted by every individual source summed, and does not have an associated measurement distance. The tonal nature of each source is represented in the octave band sound levels which provide sound levels across several frequencies in the audible sound spectrum. The acoustical model uses octave band sound power data whenever possible, such as for motorized vehicles.

NOISE CODE STUDY

The City of St. Peters, Missouri ordinances[2] indicate the following:

210.390 – Regulation of Noise Levels

C. *Noises Expressly Prohibited.* The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Section, but such enumeration shall not be deemed to be exclusive:

15. The use or operation of any motor vehicle, any mechanically operated device or internal combustion engine operated by fuel or electric power in any race or event, unless the noise created thereby is effectively muffled and reduced by the use of a three (3) chamber muffler or other device such that the noise does not exceed a noise level of 93 dbA (A-weighted sound pressure level) when the noise emitted is measured upon property which is located in a different land use category than the property upon which the noise source is located; provided this applies to the total noise from a vehicle or combination of vehicles and shall not be construed as limiting or precluding the enforcement of any other provisions of this Section relating to motor vehicle mufflers for noise control.

D. *Objective Noise Standards.* In addition to the subjective standards established above, it shall be presumed that the allowable noise level limits have been violated whenever any noise or sound is projected from one property in the City onto another if such sound, measured at the front building line on the property receiving the sound, exceeds the following decibel standards at a location appropriate to determine the level of disturbance. When the noise emitted is measured upon property which is located in a different land use category than the property upon which the stationary noise source is located, the levels applicable to the property where the noise emitted is measured shall be used to determine if a violation exists.

Draft

[1] See Appendix A for acoustic nomenclature and terminology.

[2] Visit http://ecode360.com/28260816 for the entire City of St. Peters, Missouri noise ordinance.

Objective Noise Standards – Allowable Noise			
	15 Min	**8 Min**	**2 Min**
In residentially zoned districts: 7:00 A.M. to 10:30 P.M. 10:30 P.M. to 7:00 A.M.	59 — 61 dB 54 — 56 dB	62 — 64 dB 57 — 59 dB	68 — 70 dB 63 — 65 dB
In commercially zoned districts: 7:00 A.M. to Midnight Midnight to 7:00 A.M.	69 — 71 dB 64 — 66 dB	72 — 74 dB 67 — 69 dB	78 — 80 dB 73 — 75 dB
In industrially zoned districts: 7:00 A.M. to Midnight Midnight to 7:00 A.M.	74 — 76 dB 74 — 76 dB	77 — 79 dB 77 — 79 dB	83 — 85 dB 83 — 85 dB
Multi-family structures shall have the same noise limits between units as for single-family or detached dwellings, as measured at any point in the interior of the sound receptor residential unit with windows closed.			

210.400 – Motor Vehicle Racetracks – Noise – Hours of Operation

A. *Definitions*. For the purpose of this Section, the following definitions shall pertain:

HOURS

Shall be local time in the City of St. Peters, Missouri.

MOTOR VEHICLE

Any vehicle operated by an internal combustion engine, without regard to number of axles and without regard to whether such vehicle is designed for or capable of operation on a roadway.

RACETRACK OR SPEEDWAY

A place where motor vehicles are operated, demonstrated or demolished at an event or showing, without regard to whether such motor vehicles are engaged in competition or preparation for competition. A public street, highway or roadway within the corporate limits of the City shall not be deemed to be a racetrack or speedway for purposes of this Section.

B. *Regulation Of Hours Of Operation Of Race Track Or Speedway.* No racetrack or speedway shall operate or conduct motor vehicle races or demonstrations within the corporate limits of the City of St. Peters between the hours of 11:00 P.M. and 12:00 Noon on Sundays through Thursdays and between the hours of 11:30 P.M. and 12:00 Noon on Fridays and Saturdays.

C. *Violation An Ordinance Violation*. Any person, partnership, corporation, joint venture or other entity found guilty of violating this Section shall be deemed guilty of an ordinance violation.

Draft

TYPICAL SITE MEASUREMENTS

Environmental Noise

Environmental noise is a characteristic in which sound levels vary with time and other influences. McClure's investigation defines characteristic sound levels that are representative of reasonably maximum conditions.

A Larson Davis Model 720 Dosimeter was used for the measurements. The dosimeter recorded and stored the following A-weighted quantities for each one-hour increment of the measurement period: (1) energy equivalent sound level [Leq], (2) the maximum sound level [Lmax], (3) the sound level exceeded ten percent (10%) of the time [L10], and (4) the sound level exceeded ninety percent (90%) of the time [L90]. All measurements were A-weighted per ANSI S1.4 and are designated as dBA.

Background noise at the site was determined by monitoring A-weighted sound levels at the site for a period of one week[3]. The average one-hour daytime Leq data was used to establish the current background sound levels for this site.[4] The nominal Leq daytime background sound level in the area ranged from 52 to 56 dBA. Sound data was obtained at the proposed site at the location shown in Figure 1. From Figure 3, it can be seen that during Friday, Saturday, and Sunday the background sound in the area fluctuated from 50 to 55 dBA during the day. The higher levels of sound beginning on Monday was from tractors plowing the fields.

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[3] See Appendices B for 24-hour measurements by one-hour increments.

[4] Only daytime (7:00 am - 12:00 pm) data are considered for background levels.

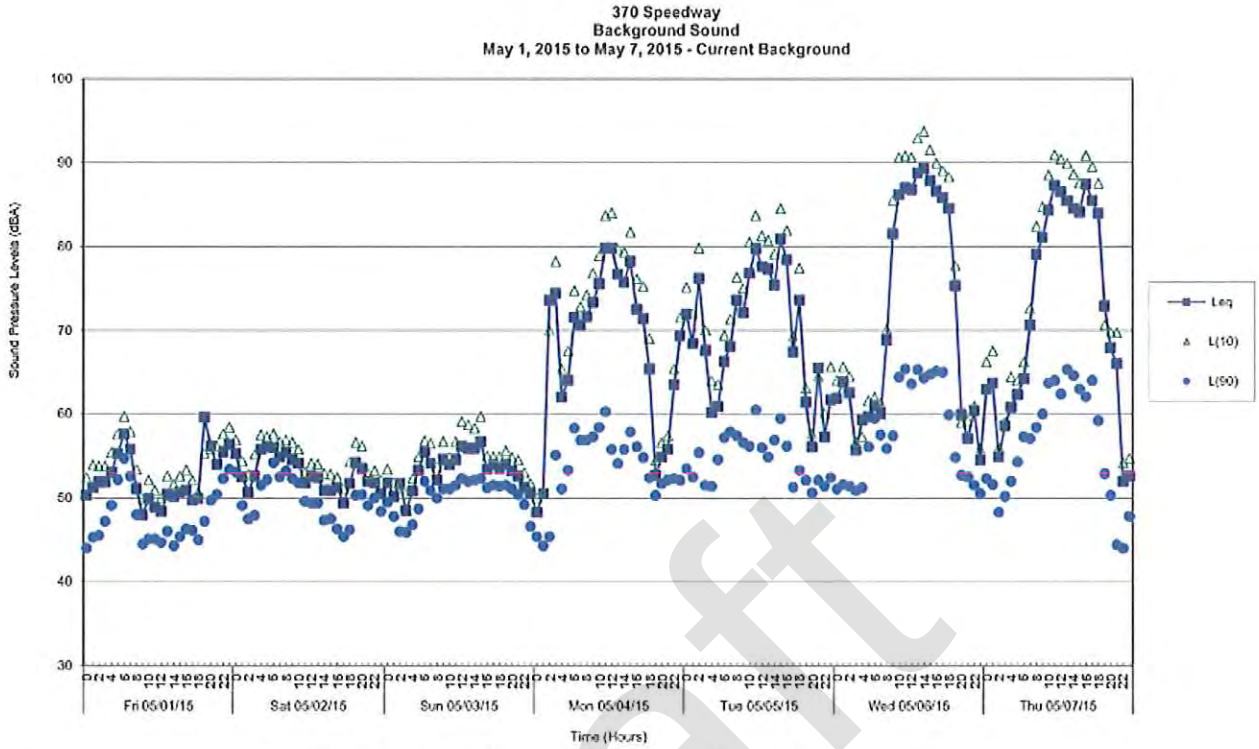

Figure 3 – Current background sound levels at the proposed site

Typical Site Noise

We monitored noise at one location for a period of one week starting on May 1st, 2015. Unfortunately, the farm fields were being tilled and excavated from May 3rd to May 7th. This provided only three good days of valid A-weighted data. Fortunately, this was enough data to establish the background sound level for the site. Table 1 is a summary of the daytime data obtained during the noise monitoring period.

Table 1: Noise Monitoring Results of Typical Site

Date	Daytime Leq
Friday May 1, 2015	53.1
Saturday May 2, 2015	53.0
Sunday May 3, 2015	54.5
Monday May 4, 2015	74.9*
Tuesday May 5, 2015	75.7*
Wednesday May 6, 2015	85.2*
Thursday May 7, 2015	83.7*

** Farm land being tilled and plowed*

Appendix B contains the data from the noise monitors. The monitor was used to obtain the A-weighting data with a slow response time. The weather on Friday and Saturday was partly cloudy with

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temperatures in the mid-70s. On Sunday, it was overcast with winds gusting at or above 20 mph during the day. The average sound level over this weekend was 53 dBA.

NOISE IMPACT CALCULATIONS

As the site exists, the property is being farmed and has an average daytime sound level of 53 dBA. The acoustical analysis accounted for major noise sources such as road noise near the southern area of the site which lies adjacent to the HWY 370 and I-70 interchange. Secondary noise from Spencer Road, farming equipment, and insect and bird sounds were also easily heard throughout the proposed site and will contribute to the overall ambient sounds.

Analytical Results – Go-karts

The following contour maps reflects the sound levels at various distances from the source, which in this case was based on 30 karts. The emission for a single kart was taken as 90 dB at 50 ft. for 2-stroke karts (Figure 4) and 80 dB at 50 ft. for 4-stroke karts (Figure 5). Motorcycle noise was determined from a number of sources including our sound data archives, available literature, peer firms, Internet search, and, most importantly, our measurements at a similar facility. It was determined that the sound level of 82 dBA measured at 50 ft. from a go-kart track was used for the nominal upper sound level in this acoustical analysis. This compares with 85 to 87 dBA at 50 ft. for larger motorcycles. Noise impact was evaluated by assuming 30 karts were distributed throughout the track.

Figure 4 – Noise levels for 2-stroke karts

Figure 5 – Noise levels for 4-stroke karts

Figure 5 shows the sound levels at different distances from the noise source (30 karts). It shows point source decay of 6 dB per doubling of the distance (dB/dd), excess attenuation of air[5] and grass and shrubs[6] are included.

Table 2 below indicates the estimated sound levels of the expanded area with 30 4-stroke karts at the maximum allowed limit.

Table 2: Estimated Sound Levels of Expanded Area

Location	Existing Sound Level (dBA)	Est. Sound Level W/ 30 4-stroke karts at maximum allowed limit (dBA)
370 Lakeside RV Campground	44 dBA	46 dBA
Soenker Circle	47 dBA	49 dBA
South of 70	See Figure 2	~1-2 dBA increase

[5] Excess attenuation of air is the sound energy absorbed by air as sound passes through it. Air properties are assumed to be Standard Atmospheric conditions.

[6] Excess attenuation from grass and shrubs is the absorption of sound by the vegetation as it passes over the ground.

ADDITIONAL COMMENTS ON NOISE SOURCES

Various forms of farming equipment are more familiar to most individuals living in this area. A single tractor nominally measures about 70 to 75 dBA at 50 ft. compared with 82 to 87 dBA for a medium to large size motor vehicle at the same distance. Figure 6 shows comparable sound levels from various sources.

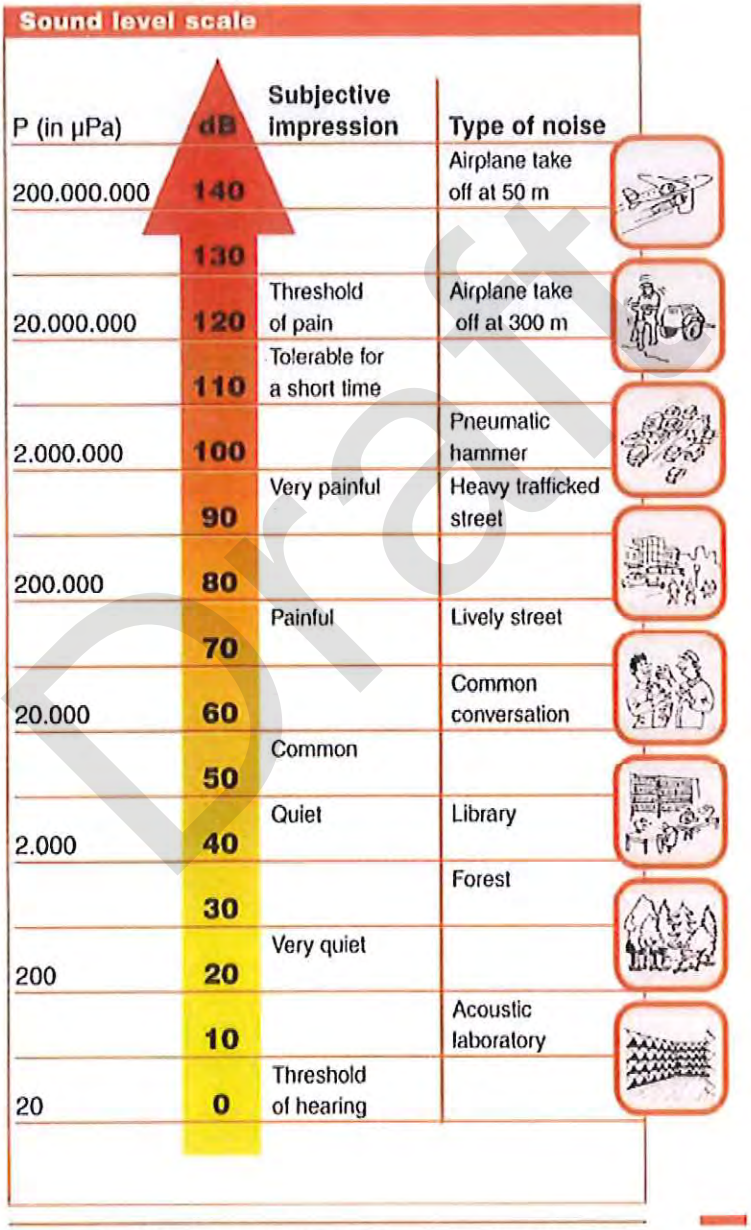

Figure 6 – Comparable sound levels from various sources

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Excess attenuation of air is well defined. Excess attenuation of grass and shrubs is subject to greater variation. In addition to air and grass/shrubs, the propagation of air is subject to less well defined effects of wind shear and thermal gradients. On the other hand, buildings and berms on the Speedway complex will provide additional attenuation not included in the analysis. With the added effects mentioned, variations of as much as 5 dBA may be encountered on rare occasions over the distances involved with this proposed site of the racetrack.

Furthermore, each location in the expanded area will see less than a 3 dB difference; this will be barely perceptible to the average human ear.

Table 3: Human Perception of Sound

Change (dBA)	Human Perception of Sound
2-3	Barely perceptible
5	Readily perceptible
10	A doubling or halving of the loudness of sound
20	A dramatic change
40	Difference between a faintly audible sound and a very loud sound

**Source: Bolt Beranek and Neuman, Inc., Fundamentals and Abatement of Highway Traffic noise, Report No. PB-222-703. Prepared for Federal Highway Administration, June 1973.*

CONCLUSION

McClure found that the proposed racetrack, in the worst-case condition, will increase the overall environmental noise levels by as much as 10 dBA above the current background sound (53 dBA) to the west side of Spencer Road and to the north. No changes are expected to the south and east of the site across each highway (I-70 and HWY 370). The anticipated sound levels from the proposed racetrack will not exceed the 74 to 76 dBA for the industrial zone sound level limit provided by the City of St Peters, Missouri noise ordinances to any of the surrounding property boundaries.

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APPENDICES

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Appendix A – Acoustical Nomenclature and Terminology

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ACOUSTIC NOMENCLATURE AND TERMINOLOGY

ANSI: American National Standards Institute

A-Weighing: Prescribed frequency response defined by ANSI Standard S-1971. Used to obtain a single number representing the sound pressure level of a noise in a manner approximating the response of the ear, by de-emphasizing the effects of the low and high frequencies.

Background Sound: Sound that remains when sound of interest is removed is background sound relative to the sound of interest.

Daytime: The hours 0700 (7:00 am) to 2200 (10:00 pm).

Day-night average sound level (Ldn): A measure of the noise environment over a 24-hour A-weighted sound level with a 10 dB weighing applied to the nighttime levels When equivalent level (Leq) information is available, the LDS is

$$L_{dn} = 10\,\mathrm{Log}\,\frac{1}{24}\left[15 * 10^{\frac{L_{eq}(d)}{10}} + 9 * 10^{\frac{L_{eq}(n)}{10}}\right]$$

calculated as follows:

Where Leq(D) = Leq for the hours 0700-2200.

Leq(N) = Leq for the hours 2200-0700.

Annualized Ldn is effective Ldn determined over a full year accounting for daily and seasonal variations.

dBA: Overall A-weighted sound pressure level expressed in decibels referenced to 20 micro-pascals

$$\mathrm{Decibel} = 10\,\mathrm{Log}\left(\frac{x}{x_{ref}}\right)$$

Decibel (dB): Ten times the logarithm of the ratio of a quantity (X) to a reference quantity (X_r)

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Equivalent Sound Level (Leq): The level of a constant sound which, in a given situation and time period, has the same

$$L_{eq} = 10\,\mathrm{Log}\left[\frac{1}{T}\int_{t=0}^{T} 10^{\frac{L}{10}}dt\right]$$
$$= 10\,\mathrm{Log}\sum_{i=1}^{n} f_i\, 10^{\frac{L_i}{10}}$$

sound energy as a time varying sound level.

f_i = percent of time period in which a particular L_i occurs.

L_i = sound level in dB.

Exceedance Level - Ln: The sound pressure level exceeded n percent of the time. Example: L10 is the sound pressure level exceeded 10% of the time during a measurement period.

Frequency: Number of complete oscillation cycles per unit of time The frequency is the reciprocal of the period The unit of frequency often used is the Hertz.

Hertz (Hz): Unit of frequency equal to one cycle per second.

Ldn: See day-night average sound level.

Leq(n): Equivalent sound level for a period n in length

Ln: See Exceedance Level.

Night: The hours 2200 (10:00 pm) to 0700 (7:00 am).

Sound Pressure Level (SPL): In decibels, 20 times the logarithm to the base 10 of the ratio of a sound pressure to the

$$SPL = 10\,\mathrm{Log}\left(\frac{p^2}{p_{ref}^2}\right)$$
$$= 20\,\mathrm{Log}\left(\frac{p}{p_{ref}}\right)$$
$$p_{ref} = 20\ \mu Pa$$

reference sound pressure of 20 micro-pascals.

Where p = sound pressure to be quantified

p_r = 20 micro-pascals.

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Appendix B – 24-Hour Background Noise Measurements

370 Speedway
Background Sound
May 1, 2015 to May 7, 2015

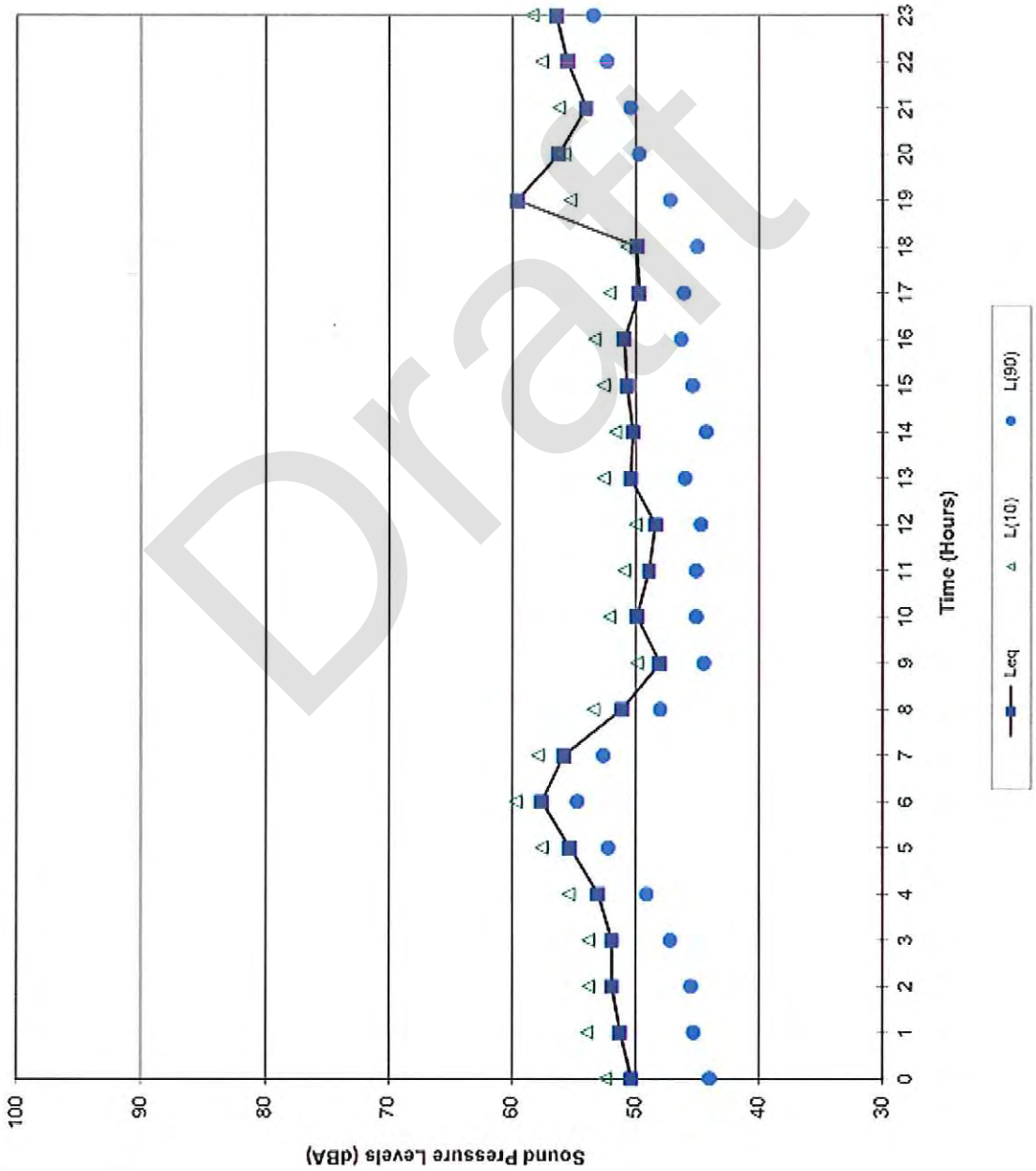
Current Background

Loc 1 - Center of Property

Friday May 01,2015

Leq(n)	54.4 dBA
Leq(d)	53.1 dBA
Ldn(24)	60.6 dBA

McClure/EDI Acoustics
St. Louis, Missouri



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370 Speedway
Background Sound
May 1, 2015 to May 7, 2015

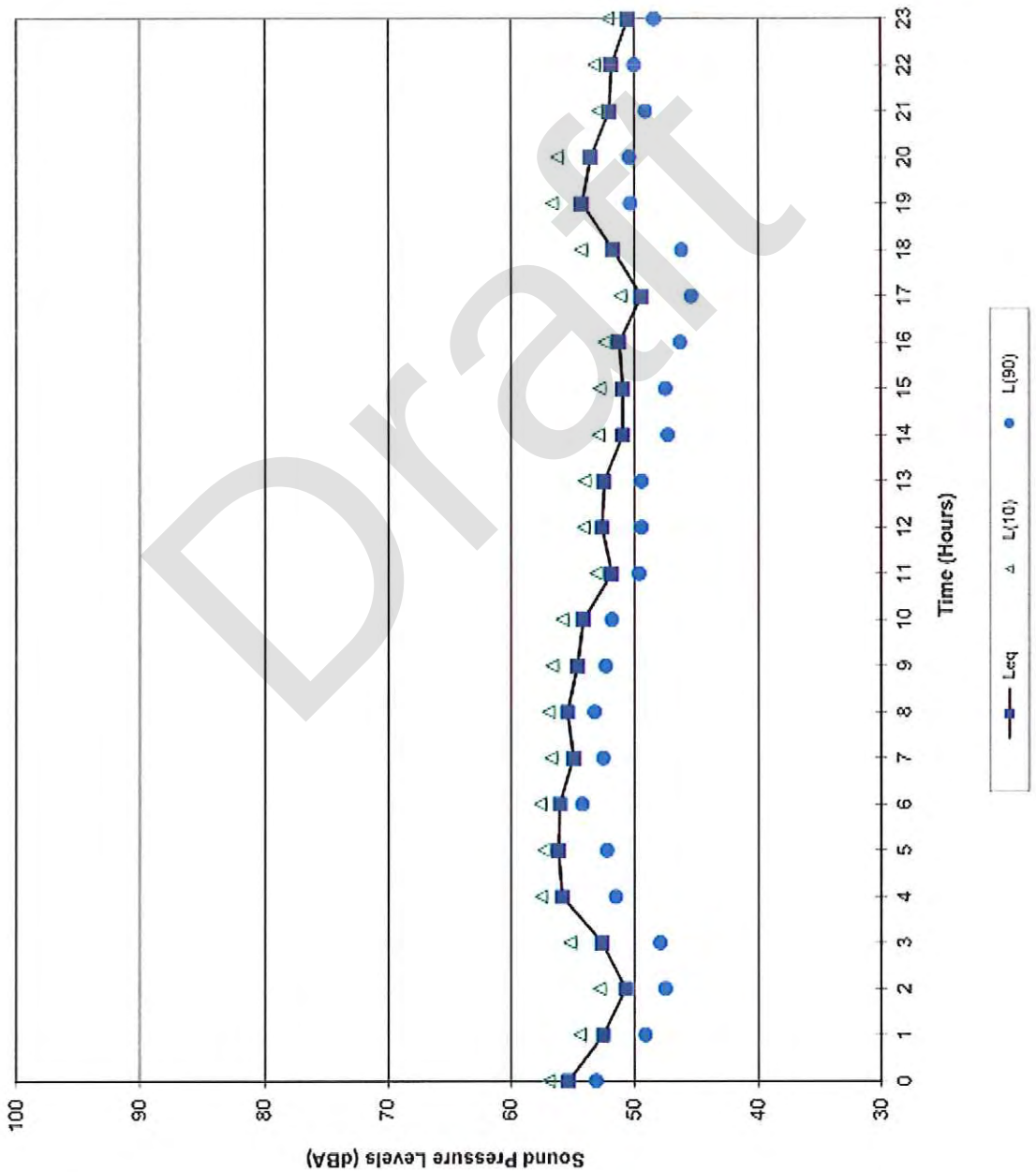
Current Background

Loc 1 - Center of Property

Saturday May 02,2015

Leq(n)	54.0 dBA
Leq(d)	53.0 dBA
Ldn(24)	60.3 dBA

McClure/EDI Acoustics
St. Louis, Missouri



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370 Speedway
Background Sound
May 1, 2015 to May 7, 2015

Current Background

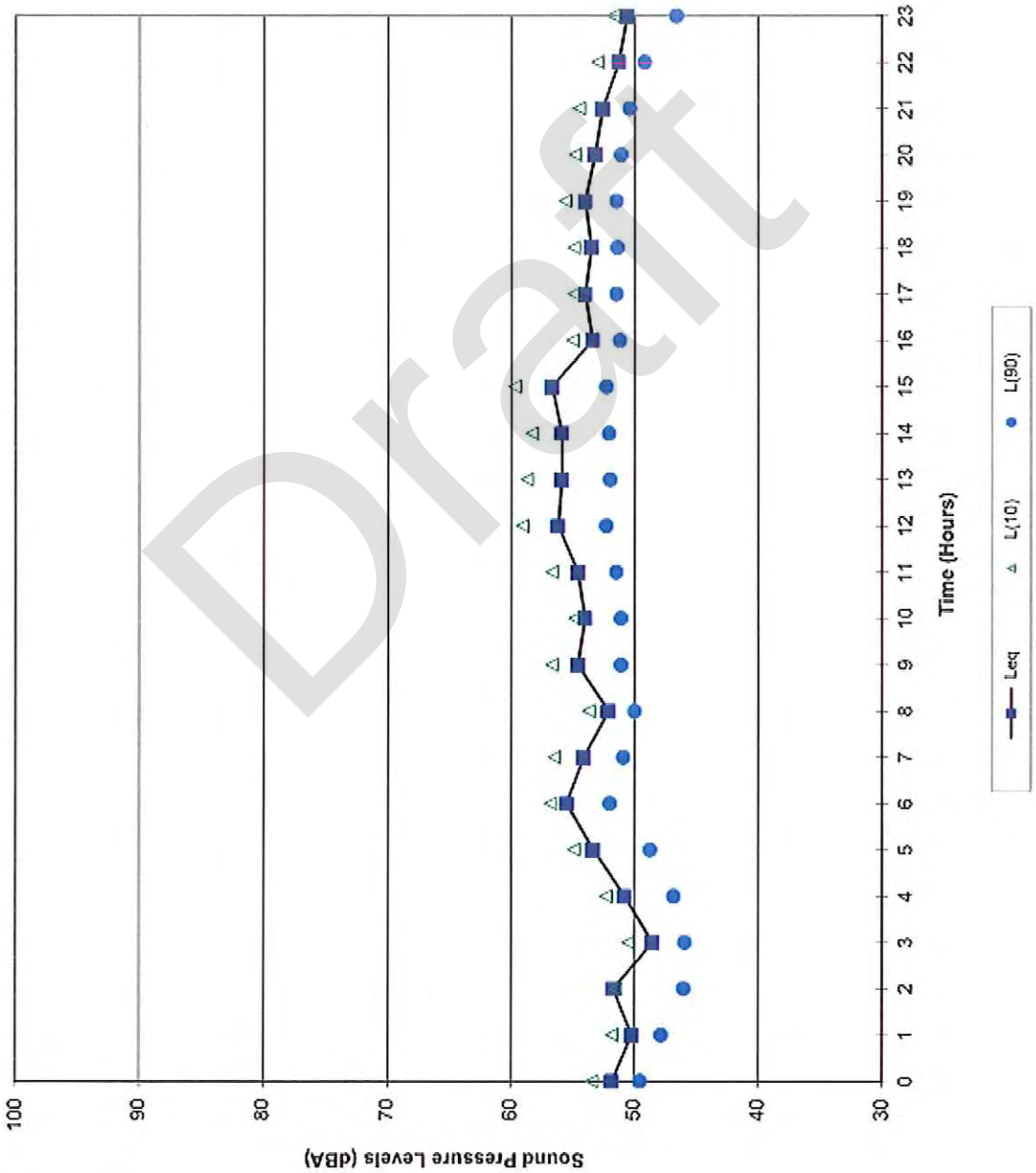
Loc 1 - Center of Property

Sunday May 03,2015

Leq(n)	52.0 dBA
Leq(d)	54.5 dBA
Ldn(24)	58.8 dBA

Heavy winds from 2 to 6 pm
Light Rain 8 pm

McClure/EDI Acoustics
St. Louis, Missouri



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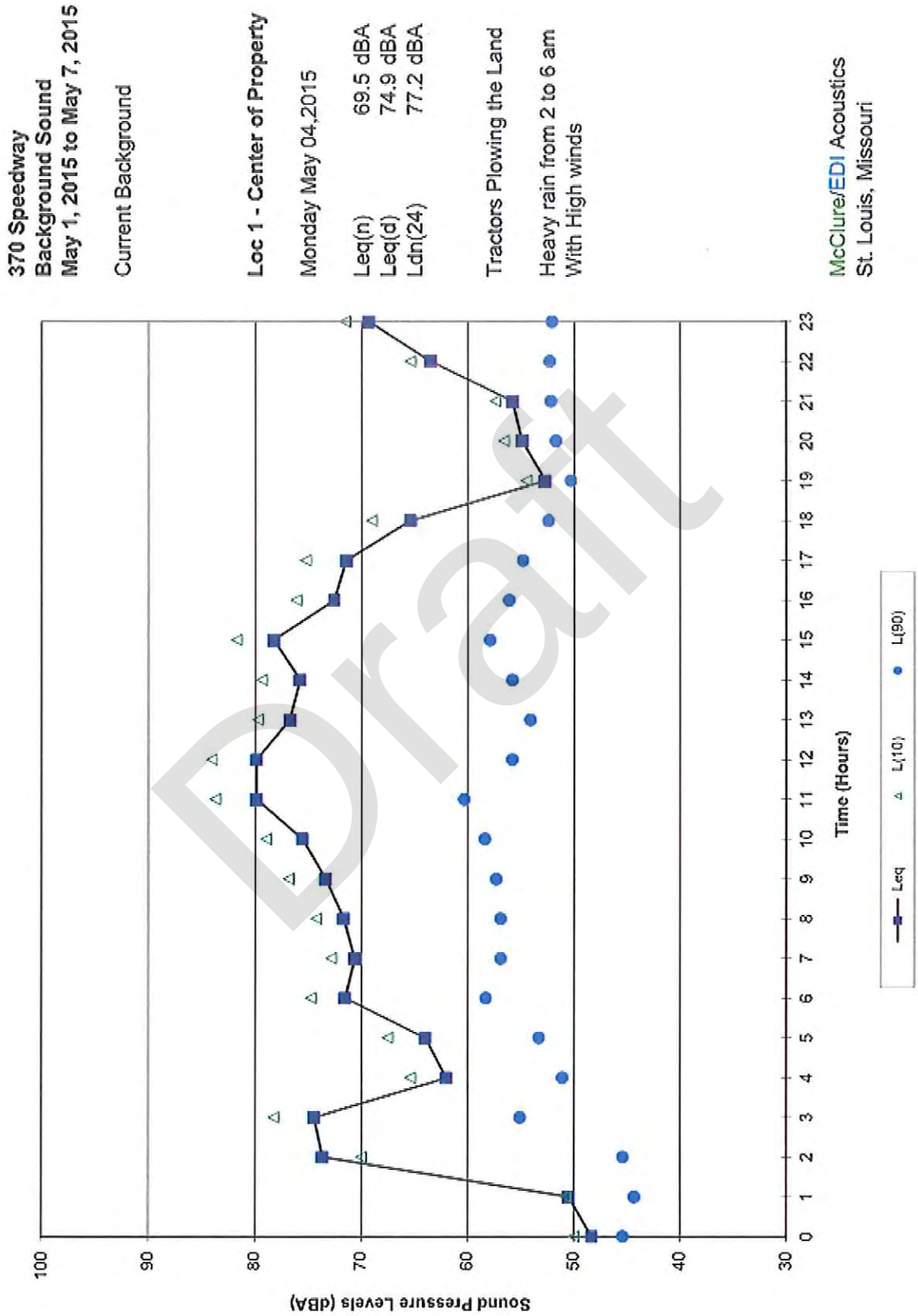
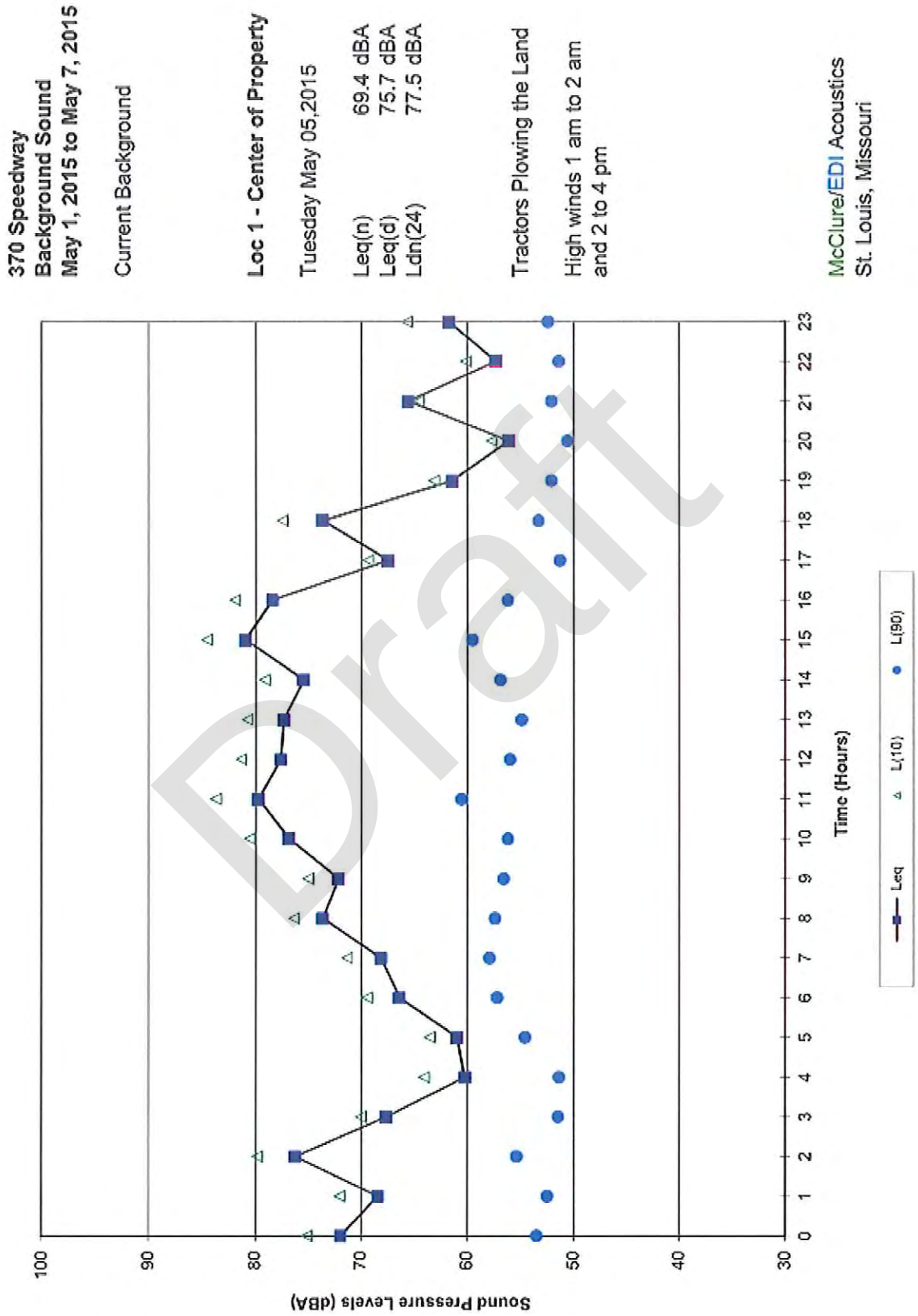

370 Speedway
Background Sound
May 1, 2015 to May 7, 2015
Current Background
Loc 1 - Center of Property
Monday May 04,2015
Leq(n) 69.5 dBA
Leq(d) 74.9 dBA
Ldn(24) 77.2 dBA
Tractors Plowing the Land
Heavy rain from 2 to 6 am
With High winds
McClure/EDI Acoustics
St. Louis, Missouri
Sound Pressure Levels (dBA)
100
90
80
70
60
50
40
30
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
Time (Hours)
Leq
L(10)
L(90)

Draft


370 Speedway
Background Sound
May 1, 2015 to May 7, 2015
Current Background
Loc 1 - Center of Property
Tuesday May 05,2015
Leq(n) 69.4 dBA
Leq(d) 75.7 dBA
Ldn(24) 77.5 dBA
Tractors Plowing the Land
High winds 1 am to 2 am
and 2 to 4 pm
McClure/EDI Acoustics
St. Louis, Missouri
Sound Pressure Levels (dBA)
100
90
80
70
60
50
40
30
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
Time (Hours)
Leq
L(10)
L(90)

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370 Speedway
Background Sound
May 1, 2015 to May 7, 2015

Current Background

Loc 1 - Center of Property

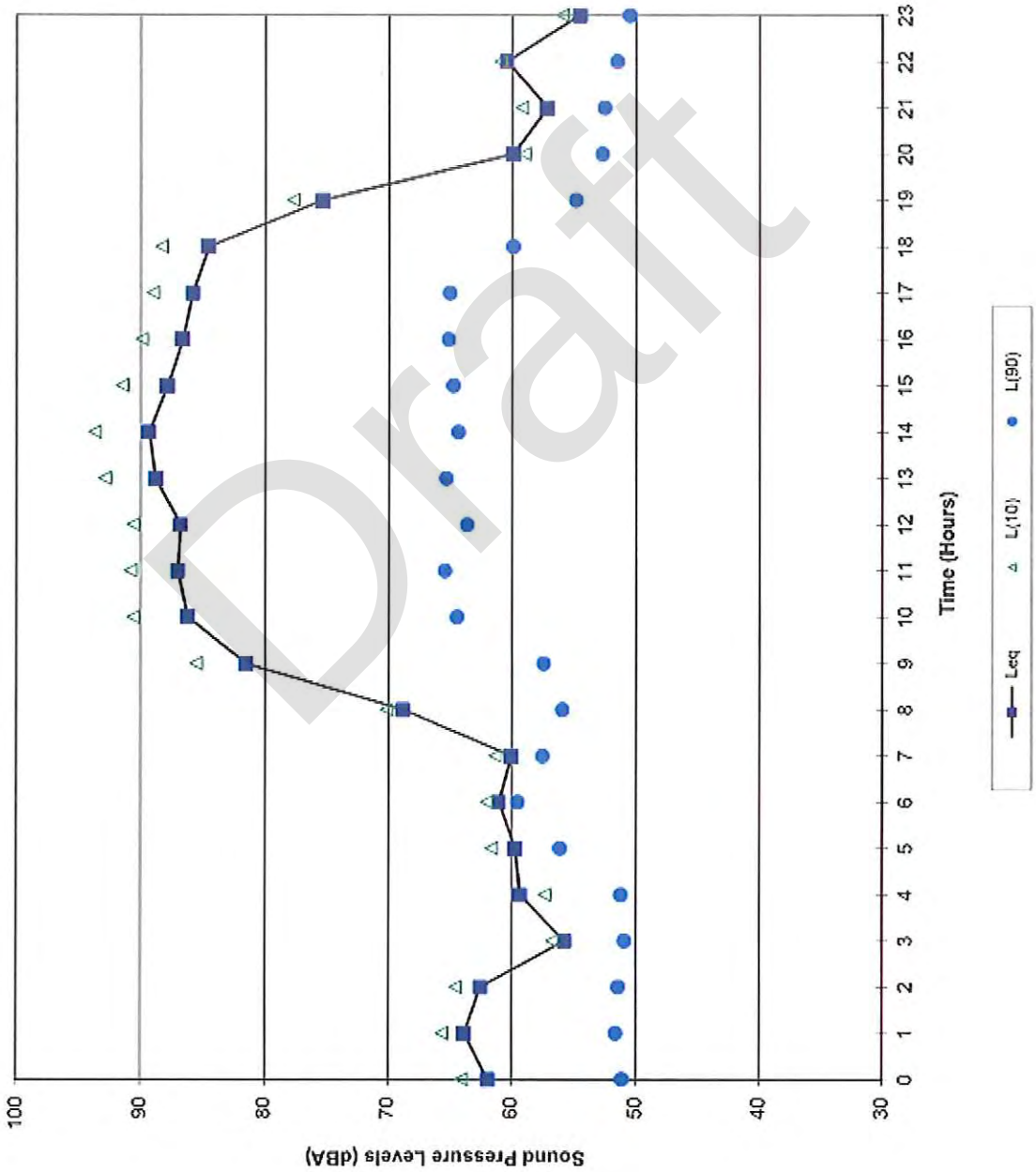
Wednesday May 06,2015

Leq(n) 60.7 dBA
Leq(d) 85.2 dBA
Ldn(24) 83.2 dBA

Tractors Plowing the Land

Highwinds 8 am to 6 pm

McClure/EDI Acoustics
St. Louis, Missouri



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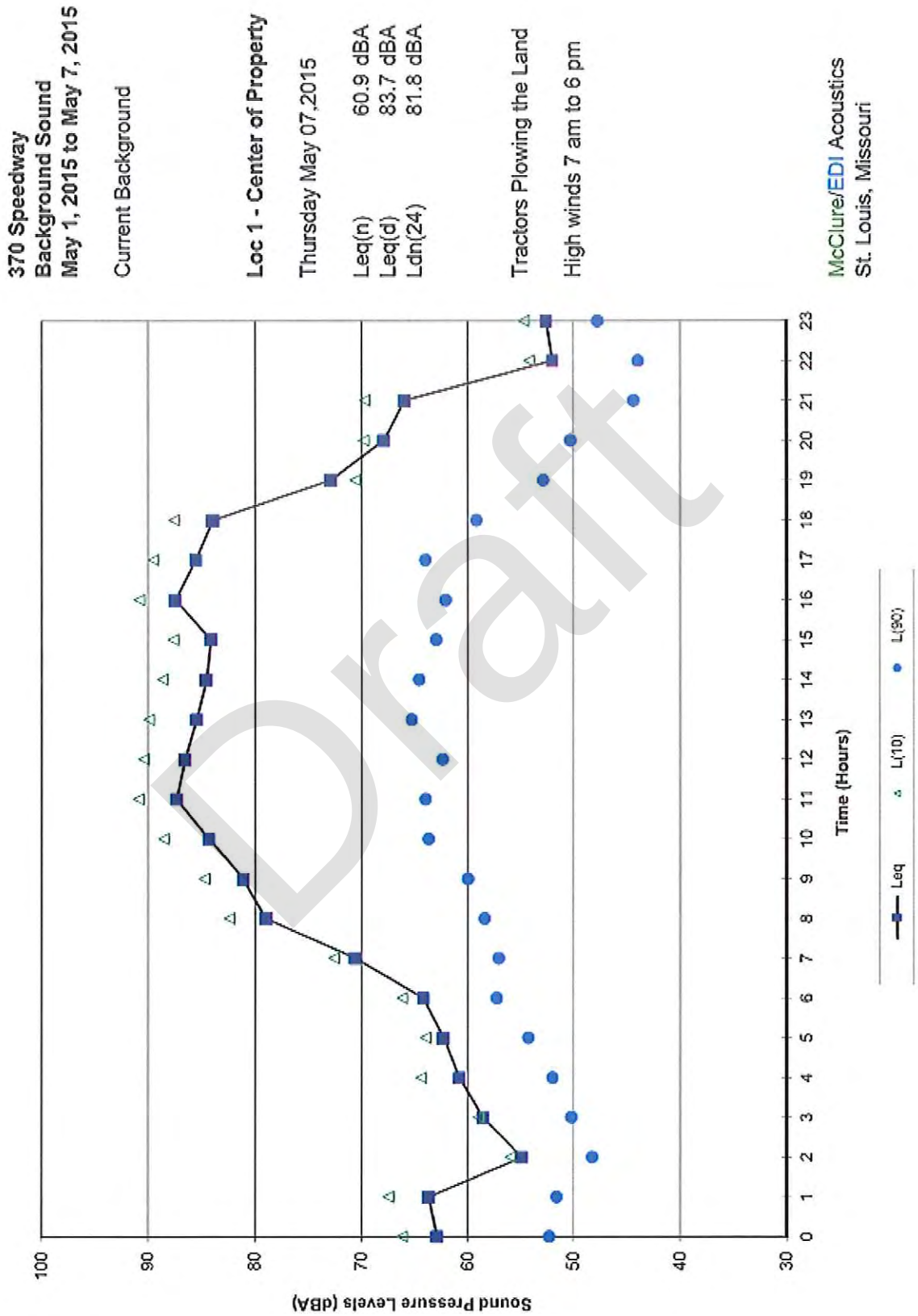
370 Speedway
Background Sound
May 1, 2015 to May 7, 2015
Current Background
Loc 1 - Center of Property
Thursday May 07,2015
Leq(n) 60.9 dBA
Leq(d) 83.7 dBA
Ldn(24) 81.8 dBA
Tractors Plowing the Land
High winds 7 am to 6 pm
McClure/EDI Acoustics
St. Louis, Missouri
Sound Pressure Levels (dBA)
100
90
80
70
60
50
40
30
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
Time (Hours)
Leq
L(10)
L(90)

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EXHIBIT E

Report of the Director of Planning, Community and Economic Development

a. Petition 16-07 – 370 Speedway, LLC: A request for a special use permit in the SL Special St. Peters Lakeside 370 Special District to permit an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility and associated uses on a 36 +/- acre parcel. The property is located on the south side of Premier Parkway, east of Spencer Road. (Ward 3)

Staff Evaluation:

The proposed special use permit will allow the applicant to operate an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility, and associated uses.

The site is located within the Premier 370 Industrial Park on the south side of Premier Parkway, east of Spencer Road. The site was formerly used as a par three golf course, but has been vacant for many years. The surrounding area is undeveloped. The subject property and surrounding zoning is SL- St. Peters Lakeside 370 Special District.

The operation of the race track will allow for multi-vehicle racing events or an individual's use of the track with their own equipment or rented equipment. One of the primary uses of the tract will be for karting. Karting can take many forms, from low speed amusement park go-karts to high performance league sanctioned races. The applicant has proposed higher end performance karting and league competition events. Individuals will be able to use their own karts for racing, testing, or practice. In addition, the general public will be able to rent karts for entertainment.

The track will also be used for motorcycle racing, testing, or practice in the same manner as kart users. In addition, individuals will also be able bring or rent cars, light trucks, or motorcycles for classes, performance driving, practice, or testing on the racetrack.

Another use for the track will be the training by emergency services personnel. The track will provide a safe environment for various high performance first responder vehicle training opportunities. The applicant has also note that civilian driver training classes and clinics may be offered as well.

The facility will include a main entrance building for track operations. Connected to or adjacent to this main building will be a series of race/event garages known as paddocks. This will be the primary staging area for events. The roof area above the garages will be used as a viewing area for the racetrack. Stadium seating may be added on top of these garages or to other areas around the track.

The track will also include more traditional garages, outside vehicle storage, and repair services. There will be garages used during events by race teams, garages rented for long term use and storage of race related vehicles, and garages for service. While most race vehicles will be stored

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inside a garage, support vehicles such as trailers may be parked outside. Repair garages for the servicing of race vehicles may also be constructed on the site and operated on the site through leases to outside vendors. The special use permits allows race related vehicle repair services but not repair services to the general public. It is noted that the applicant has proposed periodically teaming up with local non-profit organizations to provide free or discount vehicle repair. This exception has been added to the special use.

The applicant will also host drone/model airplane training classes, practice, and races. This would include obstacle courses with balloons, poles/flags, or other such barriers to maneuver through. Competitions are typically held at heights below fifty feet. Drones/airplanes would be limited to only the subject property and would be prohibited from being flown off site at any time. The special use also requires drone/airplane use to be in compliance with all City, State, and Federal requirements.

The applicant has indicated most daily activities and standard race events will be accommodated by the proposed one hundred vehicle parking lot. It is noted that the City Code allows for parking for stadium style seating at a ratio of one space per four persons, which would provide parking for four hundred people. Larger events will be required to provide additional parking. The applicant has noted that the construction of large parking areas for occasional use is not practical or environmentally friendly. Rather the applicant proposes larger race events would have off-site parking and bus people to the venue. It is noted the City Code only permits twenty-five percent of required parking to be off-site and it must be within three hundred feet of the building served. Therefore, as noted in the special use a variance will be required.

At the suggestion of City staff, the applicant commissioned a sound study. This study examined the proposed racetrack noise as well as the background noise of the area including the adjacent highways. The acoustical report shows that with the proper race equipment, which includes engine design and mufflers, the sound from the track can be contained below the maximum noise regulations of the City. The special use also requires the site to meet all City noise requirements. In addition, the site plan will incorporate a further refinement of the noise study and implementation of any required noise reduction elements.

The proposed racetrack would be operated at various intensities, from individual users to race events, to maximize the use of the facility. Instead of just periodic events, the proposed project will provide a variety of uses and intensities which will provide year round use and economic benefit to the community.

Since the proposed use is located on a major roadway within the City and is surrounded by the industrially zoned property, staff is of the opinion this use would be appropriate at the proposed location. The proposed racetrack can provide a unique entertainment and recreation amenity with a regional draw for race fans as well as individual enthusiasts.

Per the City of St. Peters Zoning Code, the review of any proposed special use must include consideration of certain standards; these are addressed below:

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a. *Character of the surrounding area:* The surrounding area includes vacant properties that are zoned for industrial uses. The proposed use will be consistent with the scale of future industrial development in the area.

b. *Traffic conditions in the surrounding area:* This site is located on and served by Premier Parkway with access to Spencer Road and Lakeside Park Drive with connections to Highway 370 and Interstate 70– these roads have been adequately designed to handle the heavy traffic levels in this area.

c. *Public Utility facilities:* The site is currently served with all utilities. Utility services are readily available in this area.

d. *The Comprehensive Plan:* The City's Comprehensive Plan, as amended in 2009, indicates the site area is planned for industrial uses and some commercial and recreational uses. The proposed use of an outdoor entertainment facility including, a multi-purpose racetrack, karting facility, and associated uses would be consistent with the plan. Also, the plan indicates the general goal of supporting development within the City.

e. *Other matters pertaining to general welfare:* The proposed development will be designed to current design standards and will provide a unique entertainment and recreation amenity with a regional draw. The proposed use should have no negative impact on the general welfare of the community because of its location along major thoroughfares surrounded by industrial zoned properties.

Staff Recommendation:

Based on this analysis, staff recommends approval of Petition 16-07 subject to the draft Special Use Permit.

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EXHIBIT F

Planning and Zoning Commission Recommendation

a. Petition 16-07 – 370 Speedway, LLC: A request for a special use permit in the SL Special St. Peters Lakeside 370 District to permit an outdoor entertainment facility including, but not limited to, a multi-purpose racetrack, karting facility and associated uses on a 36 +/- acre parcel. The property is located on the south side of Premier Parkway, east of Spencer Road.

Mr. Paul Irwin, 370 Speedway, LLC, presented this to the Commission for approval. Mr. Irwin explained that the proposed special use will allow him to operate an outdoor entertainment facility, including but not limited to a multi-purpose racetrack, karting facility and associated uses. The operation of the track will allow for multi-vehicle racing events or an individual's use of the track with their own equipment or rented equipment. One of the primary uses of the tract will be for karting. Karting can take many forms, from low speed amusement park go-karts to high performance league sanctioned races. Mr. Irwin noted he is proposing higher end performance karting and league competition events. Individuals will be able to use their own karts for racing, testing or practice. In addition, the general public will be able to rent karts for entertainment. The track will also be used for motorcycle racing, testing, or practice in the same manner as kart users. In addition, individuals will also be able to bring or rent cars, light trucks, or motorcycles for classes, performance driving, practice or testing on the racetrack. Another use of the track will be for training uses by emergency services personnel. The facility will include a main entrance building for track operations. Connected to or adjacent to this main building will be a series of race/event garages known as paddocks. This will be the primary staging area for events. The roof area above the garages will be used as a viewing area for the racetrack. Stadium seating may be added on top of these garages or to other areas around the track. The track will also include more traditional garage, outside vehicle storage and repair services. There will be garages used during events by race teams, garages rented for long term use and storage of race related vehicles, and garages for service. Mr. Irwin noted they would also like to host drone/model airplane training classes, practices and races. This would include obstacle courses with balloons, poles/flags, or other such barriers to maneuver through. Drones/airplanes would be limited to only the subject property and would be prohibited from being flown off site at any time. Most daily activities and standard race events will be accommodated by the proposed one-hundred vehicle parking lot. Mr. Irwin noted that he had a sound study done and this study examined the proposed racetrack noise as well as the background noise of the area including the adjacent highways. The acoustical report show that with the proper race equipment, which includes engine design and mufflers, the sound from the track can be contained below the maximum noise regulations of the City. Chairman McNames opened the public hearing at 7:05 p.m. and asked anyone wishing to speak on this petition to please come forward. Seeing no one present to comment, Chairman McNames closed the public hearing at 7:05 p.m. Mr. Winslow made a motion and Mr. Yoffie seconded to adopt staff's Findings of Fact as the Commission's Findings of Fact. The motion carried unanimously. Mr. Winslow made a motion and Mr. Westhoff seconded to recommend approval of this Special Use Permit to the Board of Aldermen. The motion carried unanimously.

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EXHIBIT G

APPLICATION FOR A SPECIAL USE PERMIT
STATE OF MISSOURI
COUNTY OF ST. CHARLES
CITY OF ST. PETERS

INSTRUCTIONS TO APPLICANT: APPLICATION NUMBER: _____

Submit the following to an Administrative Officer:

- ☐ The petition forms completely filled out typed or printed.
- ☐ The petition fee.
  - THE BASE FEE IS $250.00 WHICH SHOULD BE SUBMITTED WITH THIS PETITION.
  - THE APPLICANT WILL BE BILLED $2.00 PER EACH SET OF 3 LETTERS FOR THE ADDITIONAL COST OF THE MAILINGS.
- ☐ A typed and electronic version of the legal description of the property being petitioned.
- ☐ Provide items required by Section 405.780 (D)(2)

NAME OF APPLICANT: 370 SPEEDWAY LLC

IF APPLICANT IS A LIMITED LIABILITY CORPORATION OR INCORPORATION, A COPY OF THE CURRENT OPERATION AGREEMENT OR ARTICLES OF INCORPORATION, WHICHEVER IS APPLICABLE, SHALL BE PROVIDED.

ADDRESS: 1345 AUBURN HILLS DR.

ST. CHARLES, MO. ZIP CODE: 63304

TELEPHONE NUMBER: 619-573-8537 FAX: _____ E-MAIL: PAUL_IRWIN77@YAHOO.COM

NAME OF LEGAL OWNER: STONEWOLF, INC

IF OWNER IS A LIMITED LIABILITY CORPORATION OR INCORPORATION, A COPY OF THE CURRENT OPERATION AGREEMENT OR ARTICLES OF INCORPORATION, WHICHEVER IS APPLICABLE, SHALL BE PROVIDED.

ADDRESS: 1771 ZUMBEHL RD.

ST. CHARLES, MO 63303 ZIP CODE: 63303

TELEPHONE NUMBER: 636-940-8740 FAX: 636-940-0457 E-MAIL: KRISW@NEWFB.COM

CHECK ONE: ☐ OWNER ☒ OWNER BY OPTION ☐ AGENT ☐ OTHER (SPECIFY): _____

IF OWNER BY OPTION, INDICATE: DATE OF CONTRACT: _____
EXPIRATION DATE: _____

LOCATION OF PROPERTY 10,000 ELM POINT RD, ST. PETERS, MO. 63376

ACREAGE TO THE NEAREST $^1/_{10}$ OF AN ACRE OF THE PROPERTY BEING PETITIONED: 36 ACRES

1

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PRESENT ZONING CLASSIFICATION: ST. PETERS LAKESIDE 370 SPECIAL DISTRICT

PRESENT USE: AGRICULTURAL

PROPOSED USE: MULTI-PURPOSE KARTING FACILITY

DESCRIBE IN DETAIL THE SPECIAL USE PROPOSED AND JUSTIFICATION FOR THE REQUEST (MAY BE ATTACHED):
PROPOSED USE IS EXPLAINED IN ATTACHED DEVELOPMENT PLAN.
CURRENT ZONNING DOES NOT COVER/INCLUDE THIS BUSINESS TYPE.

SIGNATURE OF APPLICANT (MUST BE NOTARIZED): [signature]

DATE: 3/2/2016

SANDRA TOWNSEND
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 14622862
My Commission Expires April 28, 2018

STATE OF MISSOURI }
COUNTY OF ~~ST. CHARLES~~ ST. LOUIS } SS

On this 2ND (number date) day of MARCH (month), 2016 (year), before me personally appeared

JAMES PAUL IRWIN To me known, who, being by me duly sworn, did say that they have signed the foregoing instrument of their own free will and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

[signature]
Notary Public

My Commission Expires: 04/28/2018

SIGNATURE OF LEGAL OWNER (MUST BE NOTARIZED): [signature]

DATE: 3/2/2016

STATE OF MISSOURI }
COUNTY OF ST. CHARLES } SS

On this 2ND (number date) day of MARCH (month), 2016 (year), before me personally appeared

KRIS WEIDENBENNER To me known, who, being by me duly sworn, did say that they have signed the foregoing instrument of their own free will and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

PAULA J. ZUMBEHL
Notary Public - Notary Seal
State of Missouri, St Charles County
Commission # 14437993
My Commission Expires Apr 3, 2018

[signature]
Notary Public

My Commission Expires: 4/3/2018

TO BE COMPLETED BY ADMINISTRATIVE OFFICE

DATE FILED: 3 (month) 3 (day), 16 (year).

FEE PAID: $_____($250.00)

$_____(Mailing)

Draft

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AMENDMENT TO A PERMANENT DRAINAGE EASEMENT AGREEMENT FOR THE P-5 STORMWATER IMPROVEMENT PROJECT (WENTZWAY CORPORATION)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Dardenne Creek Watershed; and

WHEREAS, Wentzway is willing to increase the Easement Area originally granted to the City by a certain Permanent Drainage Easement Agreement, passed by the Board of Aldermen on March 8, 2007 by Ordinance 4756 and recorded in the St. Charles County, Missouri, Records on April 6, 2007, in Deed Book 4726, Pages 532-540, by replacing Exhibits A and B in said Agreement with new Exhibits A and B attached hereto.

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

SECTION 1. The City does hereby accept and agrees to said Amendment to Permanent Drainage Easement Agreement, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, an Amendment to Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with the Wentzway Corporation, for the P-5 Stormwater Improvement Project.

SECTION 2. The City Clerk is hereby directed to cause said Amendment to Permanent Drainage Easement Agreement to be recorded in the office of the St. Charles County Recorder of Deeds Office.

SECTION 3. Savings Clause

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

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be

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

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Approved this _____ day of _____, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

DRAFT

Amendment to Permanent Drainage Easement Agreement

THIS AMENDMENT TO PERMANENT DRAINAGE EASEMENT AGREEMENT ("Amendment") is made and entered into as of the 29th day of April, 2016, by and between WENTZWAY CORPORATION, a Missouri corporation ("Wentzway"), with a mailing address of 12747 Olive Boulevard, Suite 300, St. Louis, Missouri 63141, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation ("City"), its successors and assigns, whose address is #1 St. Peters Centre Blvd., St. Peters, Missouri 63376.

WHEREAS, Wentzway is willing to increase the Easement Area originally granted to City by a certain Permanent Drainage Easement Agreement ("Agreement") recorded in the St. Charles County, Missouri, Records on April 6, 2007, in Deed Book 4726, at Pages 532-540, by replacing Exhibits A and B in said Agreement, identified therein in Article I – GRANT OF EASEMENT (1.1), with new Exhibits A and B attached hereto and incorporated by reference herein.

NOW THEREFORE, for and in consideration of the sum of $1.00 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wentzway and City do hereby stipulate, covenant and agree as follows:

1. Section 1.1 of Article I – GRANT OF EASEMENT, of the Agreement is hereby amended by deleting the same in its entirety and by inserting in lieu thereof the following:

ARTICLE I – GRANT OF EASEMENT

1.1 Easement. Wentzway does hereby grant, convey and set over to City and its successors and assigns, a Perpetual Drainage Easement ("Easement"), for constructing drainage systems in, on, upon, along, over, through and across the real property legally described on Exhibits A and B ("Easement Area"), attached hereto and incorporated herein by this reference which use includes the right to survey, stake, slope, alter existing grade, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said drainage systems and storm water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area.

Draft

2. Except as expressly amended hereby, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WENTZWAY CORPORATION,
a Missouri corporation

By: Thomas L. Story
Name: Thomas L. Story
Title: Vice-President
Date: April 29, 2016

CITY OF ST. PETERS, MISSOURI,
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA)
)ss.
COUNTY OF LEE)

On this 29th day of April, 2016, before me personally appeared THOMAS L. STORY, who, being by me duly sworn, did state that he/she is the VICE-PRESIDENT of Wentzway Corporation, a Missouri Corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said THOMAS L. STORY acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Patricia Pope
Notary

My Commission Expires: Feb 24 2020

PATRICIA POPE
Notary Public - State of Florida
Commission # FF 964188
My Comm. Expires Feb 24, 2020

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STATE OF MISSOURI)
)ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me appeared, William P. Charnisky, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City, by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

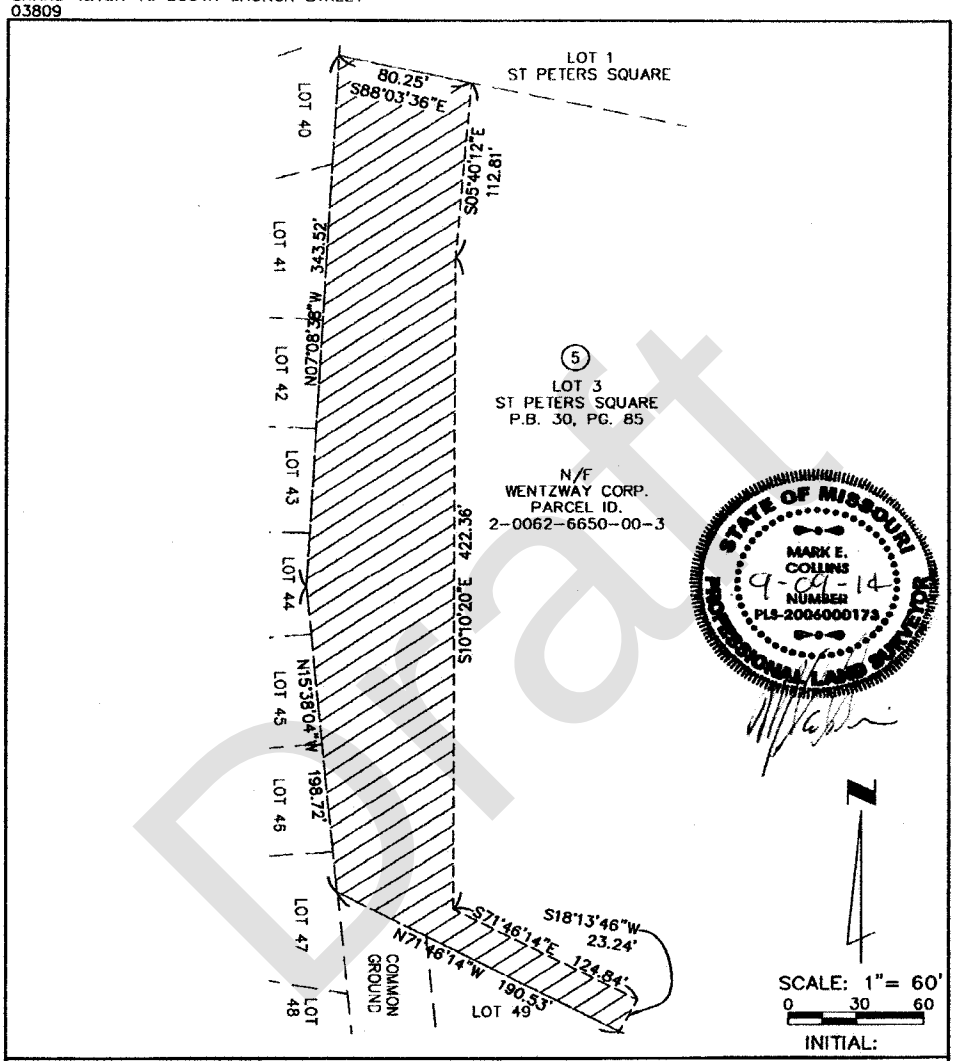
_____
Notary Public

My Commission Expires:

Draft

EXHIBIT A

HS-1
GRAND TETON TO SOUTH CHURCH STREET
03809



PERMANENT DRAINAGE AND UTILITY EASEMENT PLAT
LOT 3 OF ST. PETERS SQUARE
PLAT BOOK 30, PAGE 85
ST. PETERS, ST. CHARLES COUNTY, MISSOURI

08/20/2014 03809

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EXHIBIT B

LEGAL DESCRIPTION
HS-1 STORMWATER PROJECT (GRAND TETON TO SOUTH CHURCH STREET)
LOT 3 ST. PETERS SQUARE
PERMANENT DRAINAGE AND UTILITY EASEMENT

PART OF LOT 3 OF ST. PETERS SQUARE, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 30 PAGE 85 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AS CONVEYED TO WENTZWAY CORPORATION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE ALONG THE WEST PROPERTY LINE, NORTH 15 DEGREES 38 MINUTES 04 SECONDS WEST 198.72 FEET; AND NORTH 07 DEGREES 08 MINUTES 38 SECONDS WEST 343.52 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 36 SECONDS EAST, 80.25 FEET; THENCE SOUTH 05 DEGREES 40 MINUTES 12 SECONDS EAST 112.81 FEET; THENCE SOUTH 10 DEGREES 10 MINUTES 20 SECONDS EAST, 422.36 FEET; THENCE SOUTH 71 DEGREES 46 MINUTES 14 SECONDS EAST, 124.84 FEET; THENCE SOUTH 18 DEGREES 13 MINUTES 46 SECONDS WEST, 23.24 FEET; THENCE NORTH 71 DEGREES 46 MINUTES 14 SECONDS WEST, 190.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 46,503 SQUARE FEET OR 1.07 ACRES, MORE OR LESS.

STATE OF MISSOURI
MARK E. COLLINS
9-02-14
NUMBER
PLS-2006000173
PROFESSIONAL LAND SURVEYOR

Draft

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO AMEND AN AGREEMENT WITH GEOSYNTEC CONSULTING TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES FOR THE WEST DRIVE BASIN / JUNGERMANN ROAD FLOODING IMPROVEMENT PROJECT P-22 / 23

WHEREAS, the Missouri Department of Natural Resources has issued a Municipal Separate Storm Sewer System (MS4) discharge permit for the City that requires management of storm water discharges and implementation of best management practices for the watershed area indentified in the MS4 permit for the purpose of achieving improved water quality; and

WHEREAS, it is in the best interests of the citizens of the City of St. Peters to complete projects identified in the City's Storm Water Watershed Management Plan in order to comply with the requirements of the MS4 permit and to improve water quality; and

WHEREAS, additional work is required to perform phase 2 design and construction phase services for the project defined by the phase 1 pre-design study; and

WHEREAS, it is recommended that the current agreement with Geosyntec Consulting be amended to include additional professional services in accordance with the proposal submitted April 28, 2016.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to amend the agreement with Geosyntec Consulting in the proposed amount of $441,560.00 to provide additional professional services for the West Drive Basin / Jungermann Road Flood Improvement Project P-22/23.

SECTION 2. That the City Administrator be and he is hereby authorized to negotiate, execute and administer said Agreement on behalf of the City of St. Peters.

SECTION 3. Savings Clause.

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

SECTION 4. Severability Clause.

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

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Approved this 26th day of May, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT FOR THE MID RIVERS MALL DRIVE MULTI-USE PATH PROJECT (FEDERAL PROJECT NO. TAP 7305(616))

WHEREAS, the City of St. Peters has long been an advocate of improved transportation systems and facilities to promote the general health, safety and welfare of the community; and

WHEREAS, the United States Congress has authorized SAFETEA-LU funds to be used for transportation alternatives activities in order to facilitate transportation and transportation-related projects to be more fully integrated into the fabric of the communities they serve; and

WHEREAS, the Missouri Highways and Transportation Commission ("Commission") is the agency designated to receive and dispense funds for the Transportation Alternatives Program (TAP); and

WHEREAS, the Commission has determined that a new 10' wide, multi-use, path and bridge on Mid Rivers Mall Drive, from Cottleville Parkway to Dye Club Road, is consistent with the goals of the Transportation Alternatives Program (TAP).

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

SECTION 1. That the form, terms, and provisions of the Missouri Highways and Transportation Commission Transportation Alternatives Program (TAP) Agreement attached hereto, marked as Exhibit "A", and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer for and on behalf of the City said Agreement for the Mid Rivers Mall Drive Multi-Use Path Project (Federal Project No. TAP 7305(616)) in substantially the form attached hereto. The City Clerk of the City is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Missouri Highways and Transportation Commission Transportation Alternatives Program (TAP) Agreement.

SECTION 2. Savings Clause.

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

SECTION 3. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is not longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 26th day of May, 2016.

_____
As Mayor and as Presiding Officer
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 26th day of May, 2016.

_____
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

Exhibit A

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

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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

Draft

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.

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(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

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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

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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

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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.

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF ST. PETERS

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Title _____

Ordinance No _____

.

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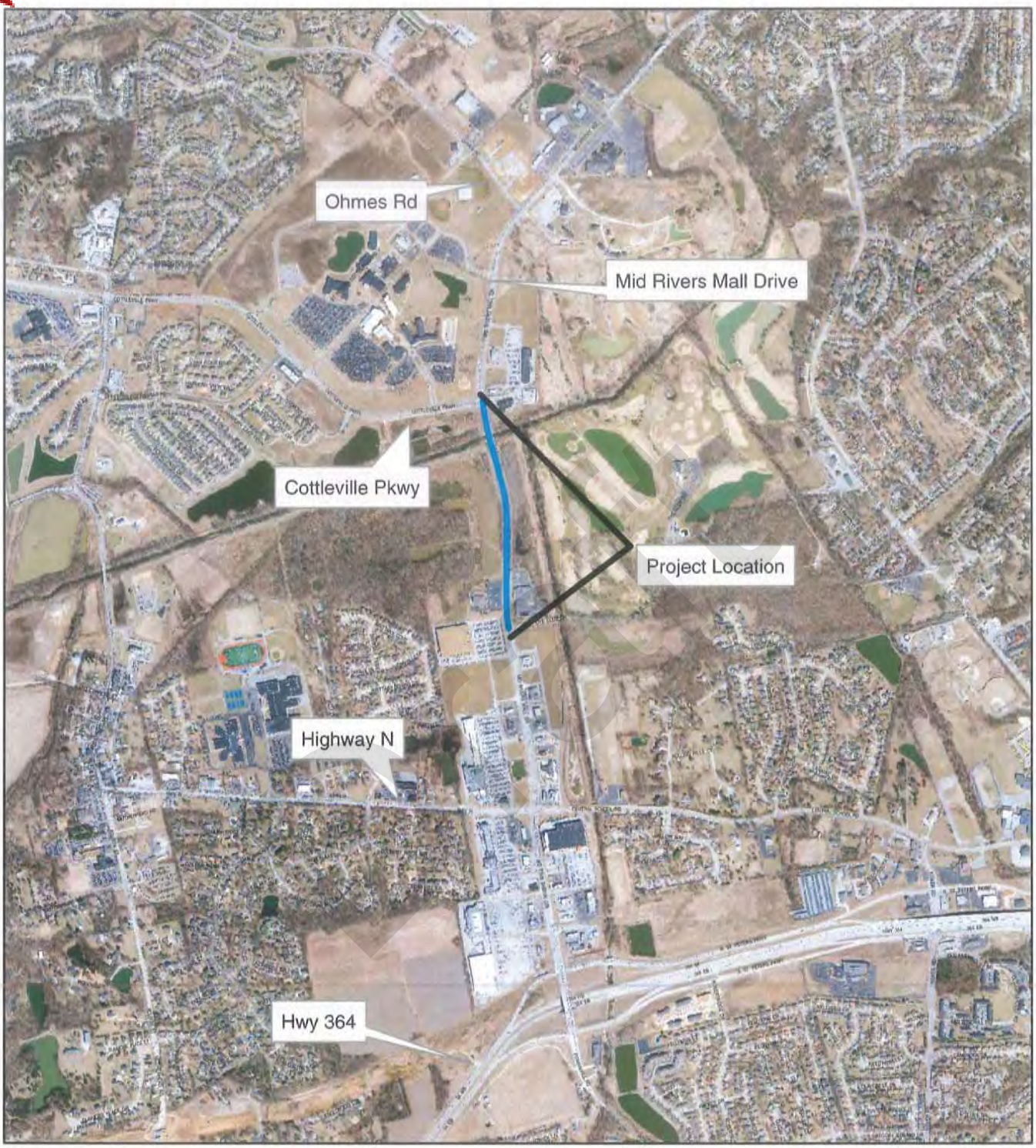
Exhibit A



Mid Rivers Mall Drive Multi-Use Path Project Location Map

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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.

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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

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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

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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

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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

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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.

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(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.

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d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

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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:

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"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.

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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

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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.

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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.

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BILL NO. 16-71 I-05

ORDINANCE NO.

AN ORDINANCE AMENDING SCHEDULE III AND TABLE III-A., ESTABLISHING PARKING RESTRICTIONS ON A PORTION OF BLUE WATER DRIVE, OF TITLE III, CHAPTER 365, SECTION 365.030 OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS, MISSOURI

WHEREAS, the City of St. Peters adopted the Model Traffic Ordinance, Chapter 300, Revised Statutes of Missouri, as amended, as and for the Traffic Ordinance of the City with passage of Ordinance No. 496, as amended, and Title III Table III-B and Table III-A, list streets within the City limits that prohibit parking on certain streets at certain times; and

WHEREAS, residents of the City, living near Blue Water Drive, in Laurel Springs Subdivision, have requested that the City consider taking action to control certain traffic conditions; and

WHEREAS, parking of cars along the north and south sides of Blue Water Drive, from Belleau Creek Road to the east boundary line of 103 Blue Water Drive, presents a hazard for residents; and

WHEREAS, in order to provide for improved safety for our residents, it is deemed necessary to prohibit parking along the north and south sides of Blue Water Drive, from Belleau Creek Road to the east boundary line of 103 Blue Water Drive;

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

SECTION 1. Title III, Schedule III, Table III-A, of the Municipal Code of the City of St. Peters, Missouri, is hereby amended to add the following:

Blue Water Drive – North and South sides of Blue Water Drive from Belleau Creek Road to the east boundary line of 103 Blue Water Drive	At All Times

SECTION 2. In accordance with Title III of the Municipal Code of the City of St. Peters, Missouri, and when signs are erected giving notice thereof, no person shall park a vehicle on a certain section of Blue Water Drive at any time as follows:

Blue Water Drive – North and South sides of Blue Water Drive from Belleau Creek Road to the east boundary line of 103 Blue Water Drive

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SECTION 3. Savings Clause. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Approved this 26th day of May, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

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ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO THE CITY OF ST. PETERS BY THE CHURCH OF GOD AT SPENCER CREEK FOR THE WILLOTT ROAD BRIDGE REPLACEMENT PROJECT – FEDERAL PROJECT NO. BRM 7305(610)

WHEREAS, a temporary construction easement was granted to the City of St. Peters, Missouri, by The Church of God at Spencer Creek, for the Willott Road Bridge Replacement Project, Federal Project No. BRM 7305(610); and

WHEREAS, said temporary construction easement was recorded in Deed Book 6321, Pages 613-620 of the St. Charles County Records; and

WHEREAS, the public improvements have been completed on said Willott Road Bridge Replacement project, and said easement is no longer necessary; and

WHEREAS, the owner and City are desirous of removing the encumbrances created by said temporary construction easement.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Termination of Temporary Construction Easement, in substantially the form attached hereto, terminating a temporary construction easement as described therein for Willott Road Bridge Replacement Project, Federal Project No. BRM 7305(610) project.

SECTION 2. Savings Clause

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

SECTION 3. Severability Clause

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

SECTION 4. The City Clerk of the City of St. Peters, Missouri is hereby authorized to affix the seal of the City to said Termination of a Temporary Construction Easement and directed to cause said document to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 5. This Ordinance shall be in force and take effect from and after its final passage and approval.

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Approved this 26th day of May, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

DRAFT

(3-Inch Area above – Leave Blank (for Recorder's Office Use Only)

DOCUMENT TYPE:	TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT
DATE OF DOCUMENT:	June 1, 2016
GRANTOR/GRANTEE:	CITY OF ST. PETERS, a municipal corporation #1 St. Peters Centre Blvd. St. Peters, Missouri 63376
GRANTOR/GRANTEE:	THE CHURCH OF GOD AT SPENCER CREEK 2300 Willott Road St. Peters, MO 63376
PROPERTY ADDRESS:	Willott Road
CITY/MUNICIPALITY:	City of St. Peters
LEGAL DESCRIPTION:	Temporary Construction easement recorded in Deed Book 6321, Pages 613-620 of the St. Charles County records

Draft

TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT

This Termination of Temporary Construction Easement made this _____ day of ____ _____, 2016, by the City of St. Peters, Missouri, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376 (the "GRANTEE").

GRANTEE received a Temporary Construction from The Church of God at Spencer Creek for the City of St. Peters' Willott Road Bridge Replacement Project, Federal Project No. BRM 7305(610) as described in Exhibits A-1 and A-2.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTEE hereby voluntarily terminates, cancels, and rescinds any and all temporary easement rights of the PREMISES in the following recorded documents to the extent described herein:

- **Temporary Construction Easement** contained in instrument dated March 13, 2015, by and between The City of St. Peters Missouri, a Missouri municipal corporation, and The Church of God at Spencer Creek, (the "GRANTOR") and as recorded on March 16, 2015, in Deed Book 6321, Pages 613-620 in the office of the Recorder of Deeds of St. Charles County, Missouri.

IN WITNESS WHEREOF, GRANTEE, has executed this Termination of Temporary Construction Easement.

CITY OF ST. PETERS, MISSOURI
a Missouri municipal corporation

By:_____
William P. Charnisky, City Administrator

Draft

STATE OF MISSOURI)
)ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me personally appeared William P. Charnisky, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in be in behalf of said City, by authority of its Board of Aldermen, and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

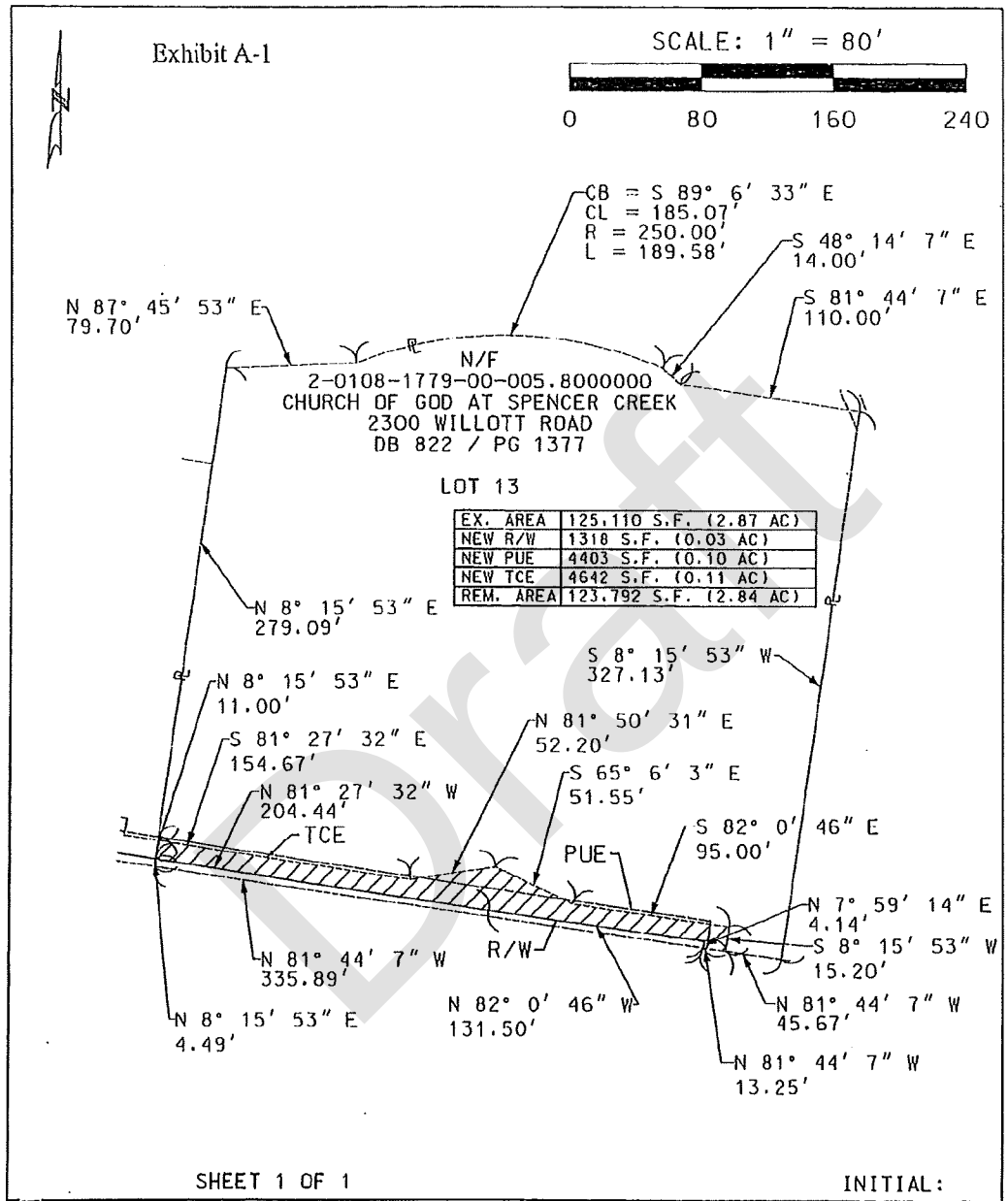
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

Draft

WILLOTT ROAD BRIDGE IMPROVEMENTS



EX. AREA	125,110 S.F. (2.87 AC)
NEW R/W	1318 S.F. (0.03 AC)
NEW PUE	4403 S.F. (0.10 AC)
NEW TCE	4642 S.F. (0.11 AC)
REM. AREA	123,792 S.F. (2.84 AC)

SHEET 1 OF 1

INITIAL:

TEMPORARY CONSTRUCTION EASEMENT PLAT
CHURCH OF GOD AT SPENCER CREEK
PLAT BOOK 822 PAGE 1377, T46N, R4E
ST. PETERS, ST. CHARLES COUNTY, MISSOURI

8/5/2014

...*Plats*Parcel_6_TCE.dgn

Exhibit A-2

PROJECT: Willott Road Bridge
PARCEL NO.: 6
OWNER: Church of God at Spencer Creek
August 5, 2014

TEMPORARY CONSTRUCTION EASEMENT

A tract of land called Lot 13 "Church of God at Spencer Creek", a subdivision according to the plat thereof recorded in Deed Book 822 Page 1377 of the St. Charles County Records, Township 46 North - Range 4 East, St. Charles County, Missouri and being more particularly described as:

Commencing at the southwest corner of the land thence North 8 degrees 15 minutes 53 seconds East a distance of 4.49 feet to the Actual Point of Beginning; thence North 8 degrees 15 minutes 53 seconds East a distance of 11.00 feet to a point; thence South 81 degrees 27 minutes 32 seconds East a distance of 154.67 feet to a point; thence North 81 degrees 50 minutes 31 seconds East a distance of 52.20 feet to a point; thence South 65 degrees 6 minutes 3 seconds East a distance of 51.55 feet to a point; thence South 82 degrees 0 minutes 46 seconds East a distance of 95.00 feet to a point; thence South 8 degrees 15 minutes 53 seconds West a distance of 15.20 feet to a point; thence North 81 degrees 44 minutes 7 seconds West a distance of 13.25 feet to a point; thence North 7 degrees 59 minutes 14 seconds East a distance of 4.14 feet to a point; thence North 82 degrees 0 minutes 46 seconds West a distance of 131.50 feet to a point; thence North 81 degrees 27 minutes 32 seconds West a distance of 204.44 feet to the Actual Point of Beginning.

The described tract contains 4642 square feet of 0.11 acres more or less.

Draft

BILL NO. 16-73 I-07

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO THE CITY OF ST. PETERS BY SCOTT A. SANDERS AND REBECCA S. SANDERS FOR THE WILLOTT ROAD BRIDGE REPLACEMENT PROJECT – FEDERAL PROJECT NO. BRM 7305(610)

WHEREAS, a temporary construction easement was granted to the City of St. Peters, Missouri, by Scott A. Sanders and Rebecca S. Sanders, for the Willott Road Bridge Replacement Project, Federal Project No. BRM 7305(610); and

WHEREAS, said temporary construction easement was recorded in Deed Book 6315, Pages 2060 - 2066 of the St. Charles County Records; and

WHEREAS, the public improvements have been completed on said Willott Road Bridge Replacement Project, and said easement is no longer necessary; and

WHEREAS, the owner and City are desirous of removing the encumbrances created by said temporary construction easement.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Termination of Temporary Construction Easement, in substantially the form attached hereto, terminating a temporary construction easement as described therein for a certain Willott Road Bridge Replacement Project, Federal Project No. BRM 7305(610) project.

SECTION 2. Savings Clause

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

SECTION 3. Severability Clause

DRAFT

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

SECTION 4. The City Clerk of the City of St. Peters, Missouri is hereby authorized to affix the seal of the City to said Termination of a Temporary Construction Easement and directed to cause said document to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 5. This Ordinance shall be in force and take effect from and after its final passage and approval.

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Approved this 26th day of May, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

DRAFT

(3-Inch Area above – Leave Blank (for Recorder's Office Use Only)

DOCUMENT TYPE:	TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT
DATE OF DOCUMENT:	June 1, 2016
GRANTOR/GRANTEE:	CITY OF ST. PETERS, a municipal corporation #1 St. Peters Centre Blvd. St. Peters, Missouri 63376
GRANTOR/GRANTEE:	SCOTT A. AND REBECCA S. SANDERS 48 Spencer Trail Court St. Peters, MO 63376
PROPERTY ADDRESS:	Willott Road
CITY/MUNICIPALITY:	St. Peters
LEGAL DESCRIPTION:	Temporary Construction easement recorded in Deed Book 6315, Pages 2060-2066 of the St. Charles County records

Draft

TERMINATION OF A TEMPORARY CONSTRUCTION EASEMENT

This Termination of Temporary Construction Easement made this _____ day of ____ _____, 2016, by the City of St. Peters, Missouri, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376 (the "GRANTEE").

GRANTEE received a Temporary Construction from Scott A Sanders and Rebecca S. Sanders for the City of St. Peters' Willott Road Bridge Replacement Project, Federal Project No. BRM 7305(610) as described in Exhibits A-1 and A-2.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTEE hereby voluntarily terminates, cancels, and rescinds any and all temporary easement rights of the PREMISES in the following recorded documents to the extent described herein:

- **Temporary Construction Easement** contained in instrument dated February 27, 2015, by and between The City of St. Peters Missouri, a Missouri municipal corporation, and Scott A. Sanders and Rebecca S. Sanders, husband and wife, (the "GRANTOR") and as recorded on March 5, 2015, in Deed Book 6315, Pages 2060-2066 in the office of the Recorder of Deeds of St. Charles County, Missouri.

IN WITNESS WHEREOF, GRANTEE, has executed this Termination of Temporary Construction Easements.

CITY OF ST. PETERS, MISSOURI
a Missouri municipal corporation

By:_____
William P. Charnisky, City Administrator

Draft

STATE OF MISSOURI)
)ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____ , 2016, before me personally appeared William P. Charnisky, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in be in behalf of said City, by authority of its Board of Aldermen, and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

Draft

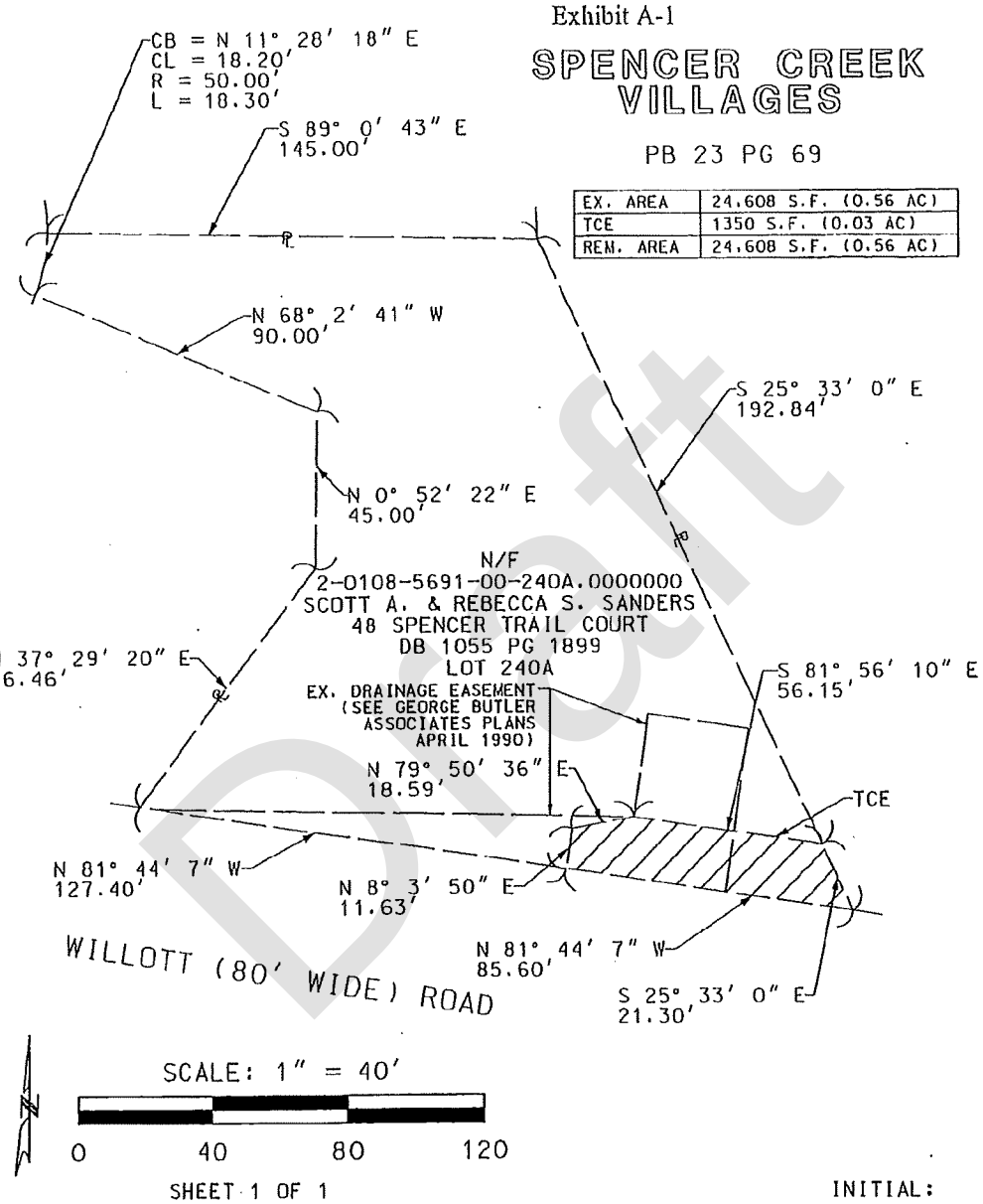
WILLOTT ROAD BRIDGE IMPROVEMENTS

Exhibit A-1

SPENCER CREEK VILLAGES

PB 23 PG 69

EX. AREA	24,608 S.F. (0.56 AC)
TCE	1350 S.F. (0.03 AC)
REM. AREA	24,608 S.F. (0.56 AC)



SHEET 1 OF 1

INITIAL:

TEMPORARY CONSTRUCTION EASEMENT PLAT
LOT 240A OF SPENCER CREEK VILLAGES
PLAT BOOK 23 PAGE 69, T46N, R4E
ST. PETERS, ST. CHARLES COUNTY, MISSOURI

8/5/2014

...*Plats*Parcel_2_TCE.dgn

Draft

Exhibit A-2

PROJECT: Willott Road Bridge
PARCEL NO.: 2
OWNER: Scott & Rebecca Sanders
August 5, 2014

TEMPORARY CONSTRUCTION EASEMENT

A tract of land called Lot 240A in "Spencer Creek Villages", a subdivision according to the plat thereof recorded in Plat Book 23 Page 69 of the St. Charles County Records, Township 46 North - Range 4 East, St. Charles County, Missouri and being more particularly described as:

Beginning at the southeast corner of the land thereof recorded in Deed Book 1055 Page 1899 of the St. Charles County Records, thence North 81 degrees 44 minutes 7 seconds West a distance of 85.60 feet to a point; thence North 8 degrees 3 minutes 50 seconds East a distance of 11.63 feet to a point; thence North 79 degrees 50 minutes 36 seconds East a distance of 18.59 feet a point; thence South 81 degrees 56 minutes 10 seconds East a distance of 56.15 feet to a point; thence South 25 degrees 33 minutes 0 seconds East a distance of 21.30 feet to the Point of Beginning.

The described tract contains 1350 square feet or 0.03 acres more or less.

Draft

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A TERMINATION OF TEMPORARY CONSTRUCTION EASEMENTS FOR TWO (2) TEMPORARY CONSTRUCTION EASEMENTS GRANTED TO THE CITY OF ST. PETERS BY ST. PETERS CONDOMINIUM ASSOCIATION FOR THE WILLOTT ROAD BRIDGE REPLACEMENT PROJECT – FEDERAL PROJECT NO. BRM 7305(610)

WHEREAS, two (2) temporary construction easements were granted to the City of St. Peters, Missouri, by St. Peters Condominium Association, for the Willott Road Bridge Replacement Project; and

WHEREAS, said temporary construction easements for Parcel 4 as recorded in Deed Book 6321, Pages 653-659 and Parcel 5 as recorded in Deed Book 6321, Pages 634-639 of the St. Charles County Records; and

WHEREAS, the public improvements have been completed on said Willott Road Bridge Replacement Project and said easements are no longer necessary; and

WHEREAS, the owner and City are desirous of removing the encumbrances created by said temporary construction easements.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Termination of Temporary Construction Easements, in substantially the form attached hereto, terminating two (2) temporary construction easements as described therein for Willott Road Bridge Replacement Project.

SECTION 2. Savings Clause

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

SECTION 3. Severability Clause

DRAFT

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

SECTION 4. The City Clerk of the City of St. Peters, Missouri is hereby authorized to affix the seal of the City to said Termination of Temporary Construction Easements and directed to cause said document to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 5. This Ordinance shall be in force and take effect from and after its final passage and approval.

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

Approved this 26th day of May, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

DRAFT

(3-Inch Area above – Leave Blank (for Recorder's Office Use Only)

DOCUMENT TYPE:	TERMINATION OF TEMPORARY CONSTRUCTION EASEMENTS
DATE OF DOCUMENT:	June 1, 2016
GRANTOR/GRANTEE:	CITY OF ST. PETERS, a municipal corporation #1 St. Peters Centre Blvd. St. Peters, Missouri 63376
GRANTOR/GRANTEE:	ST. PETERS CONDOMINIUM ASSOCIATION 799 Del Ray Drive St. Peters, MO 63376
PROPERTY ADDRESS:	Willott Road
CITY/MUNICIPALITY:	City of St. Peters
LEGAL DESCRIPTION:	Temporary Construction Easements for Parcel 4 recorded in Book Deed Book 6321, Pages 653-659; for Parcel 5 recorded in Deed Book 6321, Pages 634-639 of the St. Charles County records

Draft

TERMINATION OF TEMPORARY CONSTRUCTION EASEMENTS

This Termination of Temporary Construction Easement made this _____ day of ____ _____, 2016, by the City of St. Peters, Missouri, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376 (the "GRANTEE").

GRANTEE received Temporary Construction Easements from St. Peters Condominium Association for City of St. Peters' Willott Road Bridge Replacement Project, Federal Project No. BRM 7305(610) as described in Exhibits; to wit:

Willott Road Bridge Replacement, Federal Project No. BRM 7305(610)

- Parcel 4 Temporary Construction Easement – EXHIBITS A-1 and A-2
- Parcel 5 Temporary Construction Easement – EXHIBITS B-1 and B-2

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTEE hereby voluntarily terminates, cancels, and rescinds any and all temporary easement rights of the PREMISES in the following recorded documents to the extent described herein:

- **Temporary Construction Easements** contained in two (2) instruments dated March 13, 2015, by and between The City of St. Peters Missouri, a Missouri municipal corporation, and St. Peters Condominium Association, (the "GRANTOR") for Parcel 4 as recorded on March 16, 2015, in Deed Book 6321, Pages 653-659; and Parcel 5 as recorded on March 16, 2015, in Deed Book 6321, Pages 634-639 in the office of the Recorder of Deeds of St. Charles County, Missouri.

IN WITNESS WHEREOF, GRANTEE, has executed Termination of Temporary Construction Easements.

Draft

CITY OF ST. PETERS, MISSOURI
a Missouri municipal corporation

By:_____
William P. Charnisky, City Administrator

STATE OF MISSOURI)
)ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____ , 2016, before me personally appeared William P. Charnisky, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in be in behalf of said City, by authority of its Board of Aldermen, and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

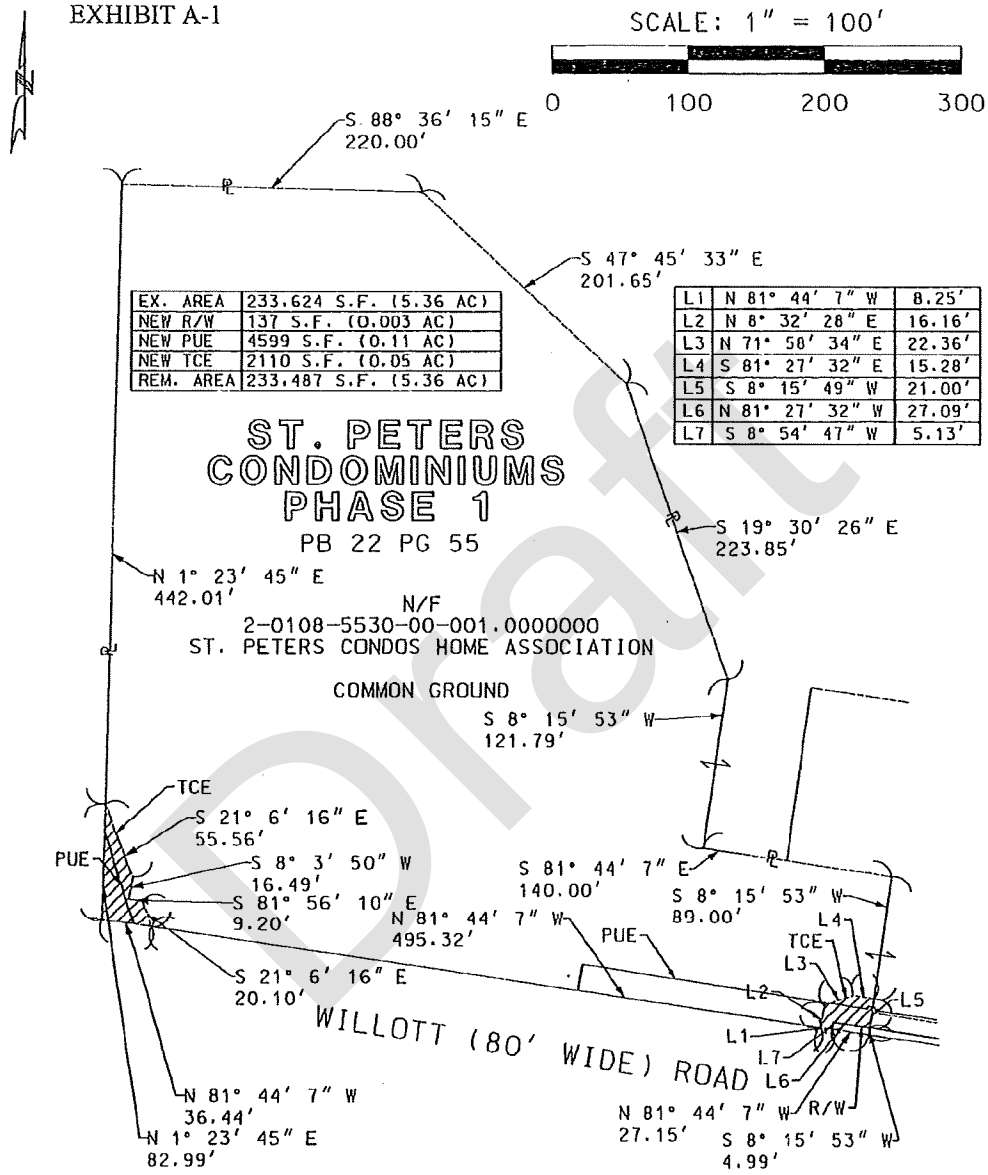
_____
Notary Public

My Commission Expires:

Draft

WILLOTT ROAD BRIDGE IMPROVEMENTS

EXHIBIT A-1



EX. AREA	233.624 S.F. (5.36 AC)
NEW R/W	137 S.F. (0.003 AC)
NEW PUE	4599 S.F. (0.11 AC)
NEW TCE	2110 S.F. (0.05 AC)
REM. AREA	233.487 S.F. (5.36 AC)

L1	N 81° 44' 7" W	8.25'
L2	N 8° 32' 28" E	16.16'
L3	N 71° 58' 34" E	22.36'
L4	S 81° 27' 32" E	15.28'
L5	S 8° 15' 49" W	21.00'
L6	N 81° 27' 32" W	27.09'
L7	S 8° 54' 47" W	5.13'

SHEET 1 OF 1

INITIAL:

TEMPORARY CONSTRUCTION EASEMENT PLAT
ST. PETERS CONDOMINIUMS PHASE 1
PLAT BOOK 22 PAGE 55, T46N, R4E
ST. PETERS, ST. CHARLES COUNTY, MISSOURI

11/3/2014

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EXHIBIT A-2

PROJECT: Willott Road Bridge
PARCEL NO.: 4
OWNER: St. Peters Condo Assoc.
November 3, 2014

TEMPORARY CONSTRUCTION EASEMENT

A tract of land called Common Ground in "St. Peters Condominiums Phase 1", a subdivision according to the plat thereof recorded in Plat Book 22 Page 55 of the St. Charles County Records, Township 46 North - Range 4 East, St. Charles County, Missouri and being more particularly described as:

Commencing at the southeast corner of the land thence North 81 degrees 44 minutes 7 seconds West a distance of 27.15 feet to the Actual Point of Beginning; thence North 81 degrees 44 minutes 7 seconds West a distance of 8.25 feet to a point; thence North 8 degrees 32 minutes 28 seconds East a distance of 16.16 feet; thence North 71 degrees 58 minutes 34 seconds East a distance of 22.36 feet to a point; thence South 81 degrees 27 minutes 32 seconds East a distance 15.28 feet to a point; thence South 8 degrees 15 minutes 49 seconds West a distance of 21.00 feet to a point; thence North 81 degrees 27 minutes 32 seconds West a distance of 27.09 feet to a point; thence South 8 degrees 54 minutes 47 seconds West a distance of 5.13 feet to the Actual Point of Beginning.

Beginning at the southwest corner of the land thence North 1 degrees 23 minutes 45 seconds a distance of 82.99 feet to a point; thence South 21 minutes 6 minutes 16 seconds East a distance of 55.56 feet to a point; thence South 8 degrees 3 minutes 50 seconds West a distance of 16.49 feet to a point; thence South 81 degrees 56 minutes 10 seconds East a distance of 9.20 feet to a point; thence South 21 degrees 6 minutes

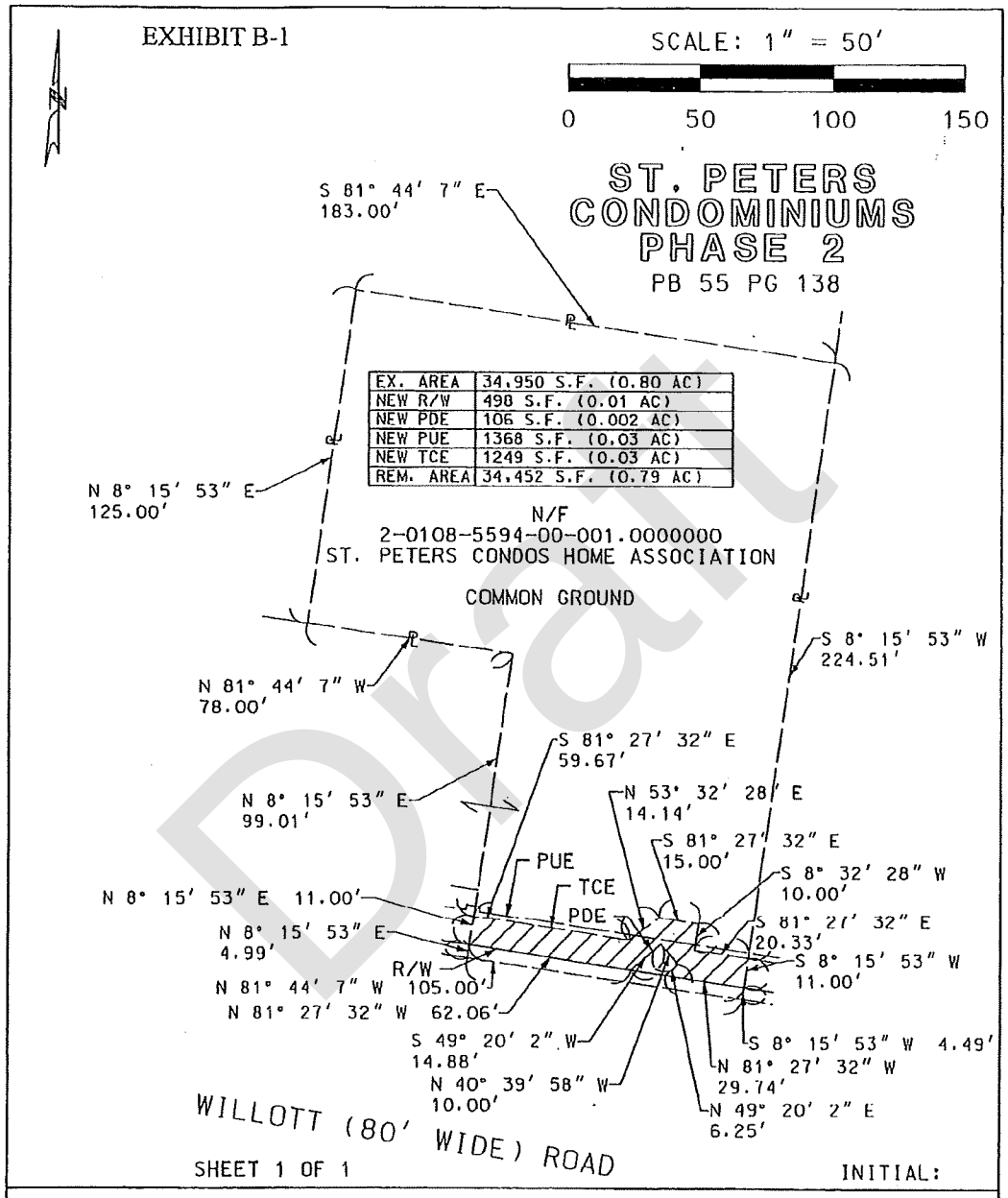
Draft

16 degrees East a distance of 20.10 feet to a point; thence North 81 degrees 44 minutes 7 seconds West a distance of 36.44 feet to the Point of Beginning.

The described tracts contain 2110 square feet or 0.05 acres more or less.

Draft

WILLOTT ROAD BRIDGE IMPROVEMENTS



TEMPORARY CONSTRUCTION EASEMENT PLAT
ST. PETERS CONDOMINIUMS PHASE 2
PLAT BOOK 55 PAGE 138, T46N, R4E
ST. PETERS, ST. CHARLES COUNTY, MISSOURI

8/5/2014 ...\Plats\Parcel_5_TCE.dgn

EXHIBIT B-2

PROJECT: Willott Road Bridge
PARCEL NO.: 5
OWNER: St. Peters Condo Assoc.
August 5, 2014

TEMPORARY CONSTRUCTION EASEMENT

A tract of land called Common Ground in "St. Peters Condominiums Phase 2", a subdivision according to the plat thereof recorded in Plat Book 55 Page 138 of the St. Charles County Records, Township 46 North - Range 4 East, St. Charles County, Missouri and being more particularly described as:

Commencing at the southwest corner of the land thence North 8 degrees 15 minutes 53 seconds East a distance of 4.99 feet to the Actual Point of Beginning; thence North 8 degrees 15 minutes 53 seconds East a distance of 11.00 feet to a point; thence South 81 degrees 27 minutes 32 seconds East a distance of 59.67 feet to a point; thence North 53 degrees 32 minutes 28 seconds East a distance of 14.14 feet to a point; thence South 81 degrees 27 minutes 32 seconds East a distance of 15.00 feet to a point; thence South 8 degrees 32 minutes 28 seconds West a distance of 10.00 feet to a point; thence South 81 degrees 27 minutes 32 seconds East a distance 20.33 feet to a point; thence South 8 degrees 15 minutes 53 seconds West a distance of 11.00 feet to a point; thence North 81 degrees 27 minutes 32 seconds West a distance of 29.74 feet to a point; thence North 49 degrees 20 minutes 2 seconds East a distance of 6.25 feet to a point; thence North 40 degrees 39 minutes 58 seconds West a distance of 10.00 feet to a point; thence South 49 degrees 20 minutes 2 seconds West a distance of 14.88 feet to a point; thence North 81 degrees 27 minutes 32 seconds West a distance 62.06 feet to the Point of Beginning.

The described tract contains 1249 square feet or 0.03 acres more or less.

Draft

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF ST. CHARLES AND THE CITY OF ST. PETERS FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2017 THROUGH 2019

WHEREAS, in 1974, the U.S. Congress enacted and the President signed into law "The Housing and Community Development Act of 1974," relating to federal involvement in a wide range of housing and community development activities and contains eight separate titles; and

WHEREAS, The Housing and Community Development Act of 1974 recognized that units of general local government (UGLG's) may enter into cooperation agreements with counties in order to form an "urban county" and undertake community development activities with a city as authorized by Section 105 of the Act; and

WHEREAS, the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program are consolidated under Title I of the Act; and

WHEREAS, the County desires to request the U.S. Department of Housing and Urban Development that the County be designated as an "urban county"; and

WHEREAS, the County needs to re-qualify as an urban county in order to be eligible to receive CDBG funds provided that one or more of the County's entitled cities defer their entitlement to the County and provided further that other UGLG's enter into a cooperation agreement with the County to enable the County, such entitlement cities, and such UGLG's to jointly participate in the program; and

WHEREAS, the City desires to participate jointly with the County in said programs; and

WHEREAS, the provisions of Sections 70.210 to 70.320 RSMo (2000) empower municipalities or political subdivisions to contract with each other for a common service.

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

SECTION 1. That the form, terms, and provisions of the Cooperation Agreement Between the County of St. Charles and the City of St. Peters for Participation in the Community Development Block Grant Program for Fiscal Years 2017 Through 2019 attached hereto, marked as Exhibit "A", and incorporated by reference herein, be and they hereby are in all respects

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approved, and that the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Cooperation Agreement in substantially the form attached hereto.

SECTION 2. That the City Administrator is hereby further authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the above mentioned Cooperation Agreement, and to perform all of the terms, provisions and conditions of the Cooperation Agreement. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Cooperation Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon him by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION 3. Savings Clause

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

SECTION 4. Severability Clause

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

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

No.

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Approved this 26th day of May, 2016.

_____
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

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Exhibit A

A COOPERATION AGREEMENT BETWEEN THE COUNTY OF ST. CHARLES AND THE CITY OF ST. PETERS FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2017 THROUGH 2019

THIS COOPERATION AGREEMENT is made and entered into as of the _____ day of _____ , 2016, by and between the County of St. Charles, a political subdivision of the State of Missouri, hereinafter called "County"; and, the City of St. Peters, a fourth class city of the State of Missouri, located in the County of St. Charles, hereinafter called "City", and jointly referred to as "Parties."

WITNESSETH

WHEREAS, in 1974, the U.S. Congress enacted and the President signed into law "The Housing and Community Development Act of 1974," herein called the "Act," relating to federal involvement in a wide range of housing and community development activities and contains eight separate titles; and

WHEREAS, the Act recognized that Metropolitan Cities may enter into cooperation agreements with counties in order to form an "urban county" and undertake community development activities as authorized by Section 105 of the Act; and

WHEREAS, Title I of the Act denominated as "Community Development," consolidates several existing categorical programs for housing and community development into new programs for such housing and community development in urban counties or communities by providing financial assistance annually for area-wide plans for housing, public services and public works programs; and

WHEREAS, the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program are consolidated under Title I of the Act; and

WHEREAS, the County desires to request the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", that the County be designated as an "urban county"; and

WHEREAS, the County needs to re-qualify as an urban county in order to be eligible to receive CDBG funds provided that one or more of the County's entitled cities defer their entitlement to the County and provided further that other UGLG's enter into a cooperation agreement with the county to enable both the County, such entitlement cities and such UGLG's to jointly participate in the program; and

WHEREAS, the City desires to participate with the County in said programs; and

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WHEREAS, the Community Development Block Grant Regulations issued pursuant to the Act provide that qualified urban counties must submit an application to the U.S. Department of Housing and Urban Development for funds, and that cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join the County in said application and thereby become a part of a more comprehensive county effort; and

WHEREAS, as the urban county applicant, the County must take responsibility and assume all obligations of an applicant under federal statues, including the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications; and

WHEREAS, by executing this Agreement, the Parties hereby give notice of their intention to participate in the urban county CDBG program; and

WHEREAS, the provisions of Sections 70.210 to 70.320 RSMo (2000) empower municipalities or political subdivisions to contract with each other for common service.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION I. <u>General.</u>

A. **Responsible Officers**. The Director of the County Department of Community Development (hereinafter referred to as "Director") is hereby authorized to act as applicant for the CDBG and HOME Programs and to administer funding and activities under the programs. The Director of the Finance Group is hereby authorized to act as the responsible officer of the City under the programs.

B. **Full Cooperation**. The City and County have the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

C. **Term of Agreement – Automatic Renewal Provision**. The term of this Agreement shall be for a period of three (3) years commencing January 1, 2017 through December 31, 2019. In addition, this Agreement will automatically renew for a new, second consecutive three-year term, unless the City provides written notice at least one hundred eighty (180) days prior to the end of the initial term that it elects not to participate in a new qualification period. By April 27, 2019, or by the date specified in HUD's urban county qualification notice for the next qualification period, but not less than one hundred and eighty (180) days prior to the end of the initial term, the County will notify the City in writing of its intention not to participate in the program as an urban county for a successive three-year term.

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The Parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the second three-year term.

The Agreement remains in effect until the CDBG program funds and income received with respect to the three-year qualification period, and the subsequent three-year renewal, are expended and the funded activities are completed, but which does not constitute a third consecutive renewal term. The Parties may not terminate or withdraw from the Agreement while the Agreement remains in effect

D. **Scope of Agreement**. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Entitlement Program.

E. Effective Date of Agreement. This agreement shall be in full force and effect when HUD determines that the County qualifies as an urban county within the meaning of the Act and the regulations promulgated by HUD pursuant to the Act.

SECTION II. Preparation and Submittal of CDBG Funding Applications.

A. **Inclusion of City as Applicant.** Parties agree that City shall be included in the application the County shall submit to the U.S. Department of Housing and Urban Development for Title I Housing and Community Development Block funds under the above recited Act. City, by the execution of this Agreement, agrees to have its demographic data, as defined in Section 106 of the Act, included in the formula allocation of funds to the County. County agrees to include City as a part of its Consolidated Plan to be submitted to HUD under the terms and conditions of the Act. The City understands that it may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and that it may receive a formula allocation under the HOME Program only through the urban county.

B. **Consolidated Plan.** City shall assist the County in preparing a Consolidated Plan, which includes community development and housing needs, projects and programs for the City; and, specifies both short and long-term City objectives, consistent with requirements of the Act. City shall not include in its projects any program project in excess of $50,000 and adjoining the County's limits without the prior written consent of the County. County shall: (1) include City's desired housing and community development objectives, policies, programs, projects and plans as submitted by City in the County's Consolidated Plan to be submitted to HUD; and (2) shall not include in the

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County's Consolidated Plan any program project in excess of $50,000 and adjacent to the City's limits without the prior written consent of the City.

C. **Application Submittal.** County agrees to commit sufficient resources to completing and submitting the County's Consolidated Plan and supporting documents to HUD in time for the Parties to be eligible to receive funding beginning January 1, 2017, and to hold public hearings as required to meet HUD requirements.

D. **County Responsibility.** Parties agree that the County shall, as applicant, be responsible for holding public hearings and preparing and submitting the CDBG funding application and supporting materials in a timely and thorough manner, as required by the Act and the federal regulations established by HUD to secure entitlement grant funding beginning January 1, 2017. Funds allocated by HUD to County by reason of City's execution of this Agreement shall be deposited with the County Treasurer in accordance with HUD Regulations and shall be made immediately available for all community development programs identified in City's Consolidated Plan.

E. **Grant Eligibility.** In executing this Agreement, the City understands that they shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the Parties are participating in the urban county CDBG entitlement program.

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SECTION III. <u>Program Administration.</u>

A. **Program Authorization.** Director is hereby authorized to carry out activities that will be funded from the annual CDBG programs from fiscal years 2017, 2018 and 2019 appropriations and from any program income generated from the expenditure of such funds.

B. **Responsibilities of Parties.** Parties agree that the County shall be the governmental entity required to execute any grant agreement received pursuant to the CDBG applications, and the County shall thereby become legally liable and responsible thereunder for the proper performance of the plan and CDBG county programs. City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient agreements. City further agrees that it shall fully cooperate with the County in all things required and appropriate to comply with the provisions of any Grant Agreement received by the County pursuant to the Act and its Regulations.

C. **City Assistance.** City agrees to undertake, conduct, perform or assist the County in performing the essential community development and housing assistance activities identified in the County's Consolidated Plan. Pursuant to the Act and pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement with the County as set forth in 24 CFR 570.503.

SECTION IV. <u>Use of Program Funds.</u>

A. **Allocation of CDBG funds.** All funds received by County pursuant to this Agreement shall be identified and allocated, as described below, to the specific projects or activities set out in the application, and such allocated amounts shall be expended exclusively for such projects or activities; provided, however, that a different distribution may be made when required by HUD to comply with Title I of the Housing and Community Development Act of 1974, as amended.

1) **Metropolitan City's Allocation.** Parties agree that County shall make available to City an amount of CDBG funds equal to that which City would have been entitled to had it applied separately as a "metropolitan city" for its programs identified in Section 2 above, using HUD allocation formulas as applied by County, or a total allocation to the City of $200,000, whichever is greater. No "administrative" fee or other costs will be deducted by the County from the City's allocation.
2) **Project schedule and Fund Transfers**. County agrees that City may extend a project schedule, or transfer funds among programs funded with CDBG funds and contained in the Subrecipent Agreement with the City, in accordance with the Act and all applicable regulations thereunder, without approval of County.

B. **Availability of Funds**. It is understood by the Parties hereto that the CDBG funds being used for the purposes of this Agreement are funds furnished to the County, through HUD pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "Act". Notwithstanding any other provision of this Agreement, the liability of the County shall be limited to CDBG funds available for the Project. The City understands that the County must wait for release of CDBG funds from HUD before CDBG funds may be advanced or reimbursed to City. The County shall incur no liability to the City, its officers, agents, employees, suppliers, or contractors for any delay by HUD in making any such payments.

C. **Use of CDBG Funds**. County shall not limit City's ability to use its CDBG funds to the maximum extent allowed by HUD for public service, or program purposes. The County shall not preclude any qualified person from participating in any Urban County county-wide program or project included in the County's Consolidated Plan based upon said person's location or

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residency within the City provided that there is not a similar program or project exclusively funded for City residents. If the City does conduct such a program or project, its residents may not be eligible for the similar Urban County county-wide program or project until all of the City's funds under its own program have been allocated to its residents. Once all funds have been allocated and there are remaining City residents who were not able to be funded or served under the City's program or project, those residents may apply for the similar Urban County county-wide program or project.

D. **Income Generated.** City shall notify the County of any income generated by the CDBG funds received by the City; provided however, all such program income shall be retained by City subject to the provisions of the Act and its Regulations. Any program income retained must only be used for eligible activities in accordance with all CDBG requirements as then apply.

E. **Use of Program Income.** County shall monitor the use of any program income, requiring appropriate record-keeping and reporting by the City as may be needed for this purpose, and shall report the use of such program income to HUD. In the event of close-out or change of status of the City, all program income on hand or received by the City subsequent to the close-out of change of status shall be paid to the County. In the event that the City withdraws from the urban county to become an entitlement grantee, as provided under 24 CFR 570.504, all program income on hand or received by the City from urban county activities shall be retained by the City to be used as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

F. **Change in Use of Property**. City shall notify the County of any modification or change in the use of real property acquired or improved in whole or in part using CDBG funds in excess of $25,000 that is owned by the City or as required under 24 CFR 570.505, from that use planned at the time of acquisition or improvement of such real property, including disposition. Such notification shall be made within thirty (30) days of such change of use and comply with the provisions of 24 CFR 570.505.

G. **Fair Housing Implementation**. Parties agree that no urban county funding shall be allocated or expended for activities in support of any cooperation unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

H. **Conflict Resolution**. In the event of disagreement between the County and the City as to the allocations, disbursement, use, or reimbursement of CDBG funds, the Parties agree to accept HUD's written determination as to the

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appropriate resolution or disposition of funds to the extent HUD is willing to resolve such disagreement. If not, then such disagreement shall be resolved by a court of competent jurisdiction.

SECTION V. <u>Amendment or Extension of Agreement</u>.

A. Sub-recipient Agreement. For each fiscal year during the term of this Agreement, County and City shall enter into a Subrecipient Agreement, prepared jointly by County and City, that will list any project(s) the City will undertake with CDBG entitlement funds during that program year. Such Subrecipient Agreement will set forth the project changes, time schedule for completion of the project(s), and additional funding sources, if any. If substantial compliance with the completion schedule cannot be met by the City, the City may extend the schedule for project completion, as allowed by federal regulations.

B. **Amendments**. Parties agree that a fully executed amendment or amendments to this Agreement may be entered into at any time if required or necessary to implement the plans contemplated hereunder, or to comply with any grant agreement or the regulations issued pursuant to the Act.

SECTION VI. <u>Compliance with Federal Regulations</u>.

A. **General.** Parties agree to take all actions necessary to comply with the urban county's certifications required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974; and other applicable laws. The County shall not provide funding for activities, or in support of , any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certifications.

B. **Citizen Participation.** Parties agree to comply with federal citizen participation requirements of 24 CFR Part 91.

C. **Parties hereby certify, to the best of their knowledge and belief, that**:

1) **Conflict of Interest.** No federal grant monies have been paid or will be paid, by or on behalf of the Parties, to any officer or employee or 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.

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2) **Influence.** If any funds other than federally 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.

3) **Certifications Disclosure.** Parties agree to include this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all grant subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into.

D. **Certification Regarding Policies Prohibiting Use of Excessive Force and Regarding Enforcement of State and Local Laws Barring Entrances**.

In accordance with Section 519 Public Law 101-144 (the 1990 HUD Appropriations Act), the City and County certify that they have adopted and is enforcing:

1) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and

2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their jurisdictions.

E. A unit of general local government receiving CDBG funding to implement various activities may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This provision conforms to the regulations contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L.113-76.

SECTION VII. Execution of Agreement and Recordkeeping.

A. **HUD Certification**. The Mayor is hereby authorized to execute and submit to the County the HUD Certification Form with respect to the community

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development activities carried out within the boundaries of the City. It is further understood that the County will rely upon the certification executed by the Mayor for purposes of executing a certification form for submission to HUD.

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

Executed by the County this ____ day of _____, 2016.

Executed by the City this ____ day of _____, 2016.

SEAL

COUNTY OF ST. CHARLES, MISSOURI

By: _____
County Executive

ATTEST:

_____
County Clerk

SEAL

CITY OF ST. PETERS, MISSOURI

_____
Len Pagano, Mayor

ATTEST:

_____
Patricia E. Smith, City Clerk

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ORDINANCE NO._____

AN ORDINANCE APPROVING A CAPITAL IMPROVEMENT PLAN FOR THE CITY OF ST. PETERS

WHEREAS, it is beneficial for a city to plan for its future capital needs; and

WHEREAS, the development of a formal Capital Improvement Plan provides a vehicle for planning for such future needs; and

WHEREAS, City staff and elected officials have identified future major capital projects and prioritized those projects in a draft Capital Improvement Plan; and

WHEREAS, this Capital Improvement Plan will serve as a guide for future planning and budgeting.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SAINT PETERS, MISSOURI, AS FOLLOWS:

SECTION NO. 1. The Capital Improvement Plan dated May 26, 2016, is hereby approved.

SECTION NO. 2. This plan will serve as a guide in preparation of future budgets for the City of St. Peters, Missouri.

SECTION NO. 3. Savings Clause

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

SECTION NO. 4. Severability Clause

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

Read two times, passed and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

No.

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ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 6398 AND ORDINANCE NO. 6440 PROVIDING FOR THE ADOPTION OF THE GENERAL FUND, DEBT SERVICE FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT FUND, LOCAL PARKS AND STORM WATER FUND, SEWER LATERAL REPAIR PROGRAM FUND, SPECIAL ALLOCATION FUNDS, TRANSPORTATION TRUST FUND, WATER SERVICE LINE REPAIR PROGRAM FUND, CENTRAL MATERIALS PROCESSING FACILITY FUND, RECREATION FUND, SOLID WASTE FUND, AND WATER/SEWER FUND BUDGETS FOR THE CITY OF SAINT PETERS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

WHEREAS, the City Administrator, acting as the Budget Officer for the City of Saint Peters, has prepared budgets for the General Fund, Debt Service Fund, Community Development Block Grant Fund, Community Development Block Grant Subrecipient Fund, Local Parks And Storm Water Fund, Sewer Lateral Repair Program Fund, Special Allocation Funds, Transportation Trust Fund, Water Service Line Repair Program Fund, Central Materials Processing Facility Fund, Recreation Fund, Solid Waste Fund, and Water/Sewer Fund in accordance with the requirements of said funds of the City; and

WHEREAS, the department heads of the operating departments of the City have participated in the drafting of said budgets, and have agreed to the budgeted amount for the operation of their respective department; and

WHEREAS, the anticipated expenditures from each of the above funds do not exceed the anticipated revenues plus any unencumbered fund balance for the fiscal year.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SAINT PETERS, MISSOURI, AS FOLLOWS:

SECTION NO. 1 – Section 1 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the General Fund of the City prepared as presented for fiscal year 2016 including anticipated revenues, transfers in, and unencumbered fund balance of $42,402,341, anticipated expenditures, reserve transfers, and transfers out of $38,816,689, and an anticipated ending unencumbered fund balance of $3,585,652, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

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(b) That the anticipated General Fund expenditures as specified in Section 1(a) of this Ordinance are hereby appropriated for expenditure by department as follows:

HES - Health	$	725,655
HES - Vehicle & Equipment Maintenance	$	961,905
MPS - Police	$	13,268,995
PRS - Cultural Arts Centre	$	201,275
PRS - Parks-General	$	5,197,015
SSS - Administration	$	6,742,565
SSS - Communications	$	1,083,100
SSS - Governmental	$	1,338,050
SSS - Municipal Court	$	482,110
TDS - Engineering & Planning	$	2,351,360
TDS - Streets Department	$	2,109,300
Subtotal	$	34,461,330
Debt Service on 2010 Refunding Bonds	$	61,500
Debt Service on 2013 Refunding Bonds	$	318,000
Transfer to Debt Service Fund	$	963,100
Transfer to Trust – Post Retirement Benefits	$	972,500
Transfer to Recreation Fund	$	150,000
Transfer to/ (from) Reserves	$	1,890,259
TOTAL	$	38,816,689

SECTION NO. 2 – Section 2 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Debt Service Fund of the City prepared and presented for fiscal year 2016 including anticipated revenues, transfers from other funds, and unencumbered fund balance of $4,508,395, anticipated expenditures of $3,506,000, and an anticipated unencumbered fund balance of $1,002,395, be and is hereby adopted as the budget for the City of St. Peters, Missouri.

(b) That the anticipated Debt Service expenditures as specified in Section 2(a) of this Ordinance are hereby appropriated to satisfy the debt service requirements of the following general obligation bond issues:

Collection and Assessment Fees	$	45,000
Uncollectable Taxes	$	3,000
Distribution Fees	$	4,000
2010 St. Peters Lakeside Business Park Refunding (2002)	$	343,500
2010B Storm Water/Creek Stabilization Refunding	$	130,000
2011 St. Peters Lakeside Business Park Refunding (2004)	$	737,500
2012 Storm Water/Creek Stabilization	$	250,000
2014 Storm Water/Creek Stabilization	$	655,000
2015 Justice Center/Public Works Refunding (2007)	$	224,500
2016 Justice Center Refunding (2008)	$	1,113,500
TOTAL	$	3,506,000

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SECTION NO. 3 – Section 4 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Community Development Block Grant Subrecipient Fund of the City prepared as presented for fiscal year 2016 including anticipated revenues and unencumbered fund balance of $350,852, anticipated expenditures of $350,852 and an anticipated ending unencumbered fund balance of $0, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Community Development Block Grant Subrecipient Fund expenditures as specified in Section 3(a) of this Ordinance are hereby appropriated for expenditures supporting activities that benefit persons of low and moderate income as set out in the Housing and Urban Development's guidelines as follows:

Public Service	$	66,109
Rehabilitation of Private Properties	$	255,846
Property Maintenance Enforcement Assistance	$	10,000
Miscellaneous Expense	$	18,897
TOTAL	$	350,852

SECTION NO. 4 – Section 5 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Local Parks and Storm Water Fund of the City prepared as presented for fiscal year 2016 including anticipated revenues, transfers from other funds and unencumbered fund balance of $9,634,764, anticipated expenditures, reserve transfers and transfers out of $8,769,679, and an anticipated ending unencumbered fund balance of $865,085, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Local Parks and Storm Water Fund expenses as specified in Section 4(a) of this Ordinance are hereby appropriated for expenditure as follows:

Ranger Division	$	587,800
CSO Division	$	396,950
Parks Department	$	4,260,024
Storm Water Department	$	2,016,800
Debt Service for Park Projects	$	167,500
Subtotal	$	7,429,074
Overhead/Fleet Allocation	$	277,600
Transfer to Debt Service Fund for 2010B G.O. Bonds	$	130,000
Transfer to Debt Service Fund for 2012 G.O. Bonds	$	250,000
Transfer to Debt Service Fund for 2014 G.O. Bonds	$	655,000
Transfer to Recreation Fund	$	400,000
Transfer to Transportation Trust Fund	$	529,005
Transfer to (from) Reserves	$	(901,000)
TOTAL	$	8,769,679

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SECTION NO. 5 – Section 6 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Sewer Lateral Repair Program Fund of the City prepared as presented for fiscal year 2016 including anticipated revenues and unencumbered fund balance of $1,127,384, anticipated expenditures of $735,000, and an anticipated ending unencumbered fund balance of $392,384, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Sewer Lateral Repair Program Fund expenses as specified in Section 5(a) of this Ordinance are hereby appropriated for expenditure as follows:

Administration	$	135,000
Sewer Lateral Repairs	$	600,000
TOTAL	$	735,000

SECTION NO. 6 – Section 7 of Ordinance No. 6398 and Section 1 of Ordinance No. 6440 shall be amended to read as follows:

(a) That the budget for the Special Allocation Fund – City Centre of the City prepared as presented for fiscal year 2016 including anticipated revenues, transfers from other funds and unencumbered fund balance of $1,803,910, anticipated expenditures and reserve transfers of $1,803,910, and an anticipated ending unencumbered fund balance of $0, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Special Allocation Fund – City Centre expenses as specified in Section 6(a) of this Ordinance are hereby appropriated for expenditure as follows:

Debt Service	$	1,700,530
Surplus PILOTS	$	1,363,800
TIF Construction	$	349,410
Administration Expense	$	90,434
Subtotal	$	3,504,174
Transfer to (from) Reserve for Trustee	$	(1,700,264)
TOTAL	$	1,803,910

SECTION NO. 7 – Section 8 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Special Allocation Fund – Old Town Levee of the City prepared as presented for fiscal year 2016 including anticipated revenues, transfers from other funds and unencumbered fund balance of $6,158,800, anticipated expenditures and reserve transfers of $5,986,787, and an anticipated ending unencumbered fund balance of $172,013, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Special Allocation Fund – Old Town Levee expenses as specified in Section 7(a) of this Ordinance are hereby appropriated for expenditure as follows:

Surplus PILOTS	$	393,067
Capital Improvement Projects	$	5,670,000
Reimburse Transportation Trust Fund	$	103,720
Other Expense	$	20,000
Transfer to (from) Reserves	$	(200,000)
TOTAL	$	5,986,787

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SECTION NO. 8 – Section 9 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Special Allocation Fund – St. Peters Lakeside Park of the City prepared as presented for fiscal year 2016 including anticipated revenues, transfers from other funds and unencumbered fund balance of $589,635, anticipated expenditures and reserve transfers of $11,000, and an anticipated ending unencumbered fund balance of $578,635, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Special Allocation Fund – St. Peters Lakeside Park expenses as specified in Section 8(a) of this Ordinance are hereby appropriated for expenditure as follows:

Debt Service	$	5,000
Surplus PILOTS	$	1,000
Other Expense	$	5,000
TOTAL	$	11,000

SECTION NO. 9 – Section 10 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Transportation Trust Fund of the City prepared and presented for fiscal year 2016 including anticipated revenues, transfers from other funds, and unencumbered fund balance of $15,210,737, anticipated expenditures and transfers to other funds of $12,844,900, and an anticipated unencumbered fund balance of $2,365,837, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Transportation Trust Fund expenditures as specified in Section 9(a) of this Ordinance are hereby for expenditures as follows:

Road Construction & Traffic Signal Installation	$	5,058,845
Street Maintenance	$	4,787,925
Traffic Management	$	1,991,930
Contingency	$	50,000
Subtotal	$	11,888,700
Debt Service	$	765,500
Transfer to Trust – Post Retirement Benefits	$	18,200
Administration Overhead	$	172,500
TOTAL	$	12,844,900

SECTION NO. 10 – Section 11 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Water Service Line Repair Program Fund of the City prepared as presented for fiscal year 2016 including anticipated revenues and unencumbered fund balance of $402,032, anticipated expenditures of $223,000, and an anticipated ending unencumbered fund balance of $179,032, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Water Service Line Repair Program Fund expenses as specified in Section 10(a) of this Ordinance are hereby appropriated for expenditure as follows:

Administration	$	37,000
Water Line Repairs	$	186,000
TOTAL	$	223,000

SECTION NO. 11 – Section 12 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the CMPF Fund of the City prepared as presented for fiscal year 2016 including anticipated revenues, transfers from other funds and unencumbered fund balance of $4,973,146, anticipated expenditures and transfers out of $4,510,120, and an anticipated ending unencumbered fund balance of $463,026, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

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(b) That the anticipated CMPF Fund expenses as specified in Section 11(a) of this Ordinance are hereby appropriated for operating expenses of the Fund.

SECTION NO. 12 – Section 13 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Recreation Fund of the City prepared as presented for fiscal year 2016 including anticipated revenues, transfers from other funds and unencumbered fund balance of $8,076,272, anticipated expenditures, reserve transfers, and transfers out of $7,878,015, and an anticipated ending unencumbered fund balance of $198,257, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Recreation Fund expenses as specified in Section 12(a) of this Ordinance are hereby appropriated for expenditure as follows:

Rec-Plex Expense	$	4,901,165
General Recreation Expense	$	359,150
Golf Course Expense	$	866,700
370 Lakeside Park Expense	$	351,100
Subtotal	$	6,478,115
Debt Service	$	1,356,500
Transfer to/ (from) Reserves	$	5,000
Transfer to/ (from) Reserves – Golf Course	$	10,000
Transfer to Trust – Post Retirement Benefits	$	28,400
TOTAL	$	7,878,015

SECTION NO. 13 – Section 14 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Solid Waste Fund of the City prepared as presented for fiscal year 2016 including anticipated revenues, transfers from other funds and unencumbered fund balance of $7,258,386, anticipated expenditures and transfers out of $5,738,875, and an anticipated ending unencumbered fund balance of $1,519,511, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Solid Waste Fund expenses as specified in Section 13(a) of this Ordinance are hereby appropriated for expenditures related to solid waste collection.

SECTION NO. 14 – Section 15 of Ordinance No. 6398 shall be amended to read as follows:

(a) That the budget for the Water/Sewer Fund of the City prepared and presented for fiscal year 2016 including anticipated revenues of $11,544,200, a beginning Interest Reserve Fund Balance of $500,000, a beginning Contingency Fund balance of $1,023,029, anticipated expenses, reserve transfers, and transfers out of $11,929,183, and an ending anticipated Interest Reserve Fund balance of $500,000, and an ending Contingency Fund balance of $638,046, be and is hereby adopted as the budget for the City of Saint Peters, Missouri.

(b) That the anticipated Water/Sewer Fund expenses as specified in Section 14(a) of this Ordinance are hereby appropriated as follows:

Operating Expenses	$	8,007,400
Capital Expenditures	$	606,705
Transfer to (from) Bond Reserves	$	155,828
Debt Service	$	2,349,250
Subtotal	$	11,119,183
Administration/Fleet Overhead	$	736,700
Transfer to Trust – Post Retirement Benefits	$	73,300
TOTAL	$	11,929,183

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SECTION NO. 15 – That the funds shall be expended in substantially the same manner as presented to the Board of Aldermen in the details of the 2015/16 Annual Budget, the original copy, and subsequent amendments, of which are on file this date in the office of the City Clerk, and incorporated herein by this reference.

SECTION NO. 16 – That the Mayor and City Administrator are hereby authorized to expend these funds in accordance with the provisions of this Ordinance, subject to the provision of Ordinance No. 326, or as said Ordinance from time to time may be amended.

SECTION NO. 17 – This Ordinance shall be in full force and effect as of the date of its final passage and approval.

SECTION NO. 18. Savings Clause – Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION NO. 19. Severability Clause – If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed and approved this 26th day of May, 2016.

_____

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:_____
Patricia E. Smith, City Clerk

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GENERAL FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 4,002,976	$ 2,661,665	$ 6,664,641
REVENUES:			
Property Tax	7,196,100	-	7,196,100
Sales Tax	14,144,300	-	14,144,300
Other Taxes	4,930,100	-	4,930,100
Licenses & Permits	1,096,500	-	1,096,500
Intergovernmental Revenue	3,210,000	-	3,210,000
Interest	5,000	-	5,000
Other	3,028,100	(30,700)	2,997,400
TOTAL REVENUE	33,610,100	(30,700)	33,579,400
TRANSFER FROM OVERHEAD ALLOCATION	2,158,300	-	2,158,300
FUNDS AVAILABLE	39,771,376	2,630,965	42,402,341
EXPENDITURES:			
HES - Health	725,655	-	725,655
HES - Vehicle & Equipment Maintenance	956,405	5,500	961,905
MPS - Police	13,268,995	-	13,268,995
PRS - Cultural Arts Centre	201,275	-	201,275
PRS - Parks-General	5,197,015	-	5,197,015
SSS - Administration	6,379,165	363,400	6,742,565
SSS - Communications	1,083,100	-	1,083,100
SSS - Governmental	1,338,050	-	1,338,050
SSS - Municipal Court	482,110	-	482,110
TDS - Engineering & Planning	2,351,360	-	2,351,360
TDS - Streets Department	2,109,300	-	2,109,300
TOTAL EXPENDITURES	34,092,430	368,900	34,461,330
DEBT SERVICE 2010 CERTIFICATE OF PARTICIPATION BONDS	(61,500)	-	(61,500)
DEBT SERVICE 2013 CERTIFICATE OF PARTICIPATION BONDS	(318,000)	-	(318,000)
PAYMENT TO TRUSTEE TO FUND POST RETIREMENT BENEFITS	(472,500)	(500,000)	(972,500)
TRANSFER (TO)FROM RESERVES	120,240	(1,510,499)	(1,390,259)
TRANSFER (TO)FROM DEBT SERVICE FUND	(963,100)	-	(963,100)
TRANSFER (TO)FROM RECREATION FUND	(150,000)	-	(150,000)
TRANSFER TO CONTINGENCY RESERVE	(500,000)	-	(500,000)
ENDING FUND BALANCE	$ 3,334,086	$ 251,566	$ 3,585,652

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	2,661,665	Adjust fund balance to FY'15 actual ending balance
REVENUES:		
Other	(30,700)	Adjust municipal court fines to anticipated actual
TOTAL Other	(30,700)	
EXPENDITURES:		
HES - Vehicle & Equipment Maintenance	5,500	Add email module for fleet management software
TOTAL HES - Vehicle & Equipment Maintenance	5,500	
SSS - Administration	63,400	Adjust salaries and fringes for personnel changes that occurred during the year
SSS - Administration	110,000	Add City Hall improvements - tuckpointing
SSS - Administration	60,000	Add I.T. security upgrades
SSS - Administration	130,000	Increase budget for Parks & Recreation software upgrade
TOTAL SSS - Administration	363,400	
TRANSFER (TO)FROM RESERVES	(850,000)	Reserve funds for City Hall maintenance
TRANSFER (TO)FROM RESERVES	(750,000)	Reserve funds for Animal Control shelter facility
TRANSFER (TO)FROM RESERVES	89,501	Reverse reserves for City Hall improvements
Total TRANSFER (TO)FROM RESERVES	(1,510,499)	
PAYMENT TO TRUSTEE TO FUND POST RETIREMENT BENEFITS	(500,000)	

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DEBT SERVICE FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 895,741	$ 56,654	$ 952,395
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND 2010 G.O. BONDS	130,000	-	130,000
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND 2012 G.O. BONDS	250,000	-	250,000
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND 2014 G.O. BONDS	655,000	-	655,000
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND 2016 G.O. BONDS	700,000	(700,000)	-
TRANSFER FROM GENERAL FUND	963,100	-	963,100
REVENUES:			
Property Tax	1,544,900	-	1,544,900
Interest	10,000	-	10,000
Other Revenue	3,000	-	3,000
TOTAL REVENUE	1,557,900	-	1,557,900
FUNDS AVAILABLE	5,151,741	(643,346)	4,508,395
EXPENDITURES:			
Collection & Assessment Fees	45,000	-	45,000
Uncollectable Taxes	3,000	-	3,000
Distribution Fees	4,000	-	4,000
Debt Service	4,215,000	(761,000)	3,454,000
TOTAL EXPENDITURES	4,267,000	(761,000)	3,506,000
ENDING FUND BALANCE	$ 884,741	$ 117,654	$ 1,002,395

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	56,654	Adjust fund balance to FY'15 actual ending balance
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND 2016 G.O. BONDS	(700,000)	Remove transfer for 2016 Storm Water G.O. Bonds since the debt payments will not begin until FY17
EXPENDITURES:		
Debt Service	(1,174,500)	Remove debt service for 2008 G.O. Bonds that were refunded
Debt Service	1,113,500	Add debt service for new 2016 G.O. Refunding Bonds
Debt Service	(700,000)	Remove debt service for 2016 Storm Water G.O. Bonds since the payments will not begin until FY17
TOTAL EXPENDITURES	(761,000)	

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CO[illegible]NITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ -	$ -	$ -
REVENUES:			
Intergovernmental Revenue	190,000	153,538	343,538
Other Revenue	-	7,314	7,314
Interest Income	-	-	-
TOTAL REVENUE	190,000	160,852	350,852
FUNDS AVAILABLE	190,000	160,852	350,852
EXPENDITURES:			
Public Service	52,750	13,359	66,109
Rehabilitation of Private Properties	133,750	122,096	255,846
Homeowner Assistance	-	-	-
Property Maintenance Enforcement Assistance	2,500	7,500	10,000
Emergency Repairs	-	-	-
Miscellaneous Expense	1,000	17,897	18,897
TOTAL EXPENDITURES	190,000	160,852	350,852
ENDING FUND BALANCE	$ -	$ -	$ -

DETAIL OF ADJUSTMENTS:

REVENUES:		
Intergovernmental Revenue	153,538	Grant revenue from prior years carried over to FY'16
Other Revenue	7,314	Add program revenue for the repayment of loans
TOTAL REVENUE	160,852	
EXPENDITURES:		
Public Service	13,359	Adjust to anticipated actual
Rehabilitation of Private Properties	122,096	Adjust to anticipated actual
Property Maintenance Enforcement Assistance	7,500	Adjust to anticipated actual
Miscellaneous Expense	17,897	Adjust to anticipated actual
TOTAL EXPENDITURES	160,852	

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LC PARKS AND STORM WATER FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 1,084,935	$ 1,232,179	$ 2,317,114
REVENUES:			
Sales Tax	7,072,150	-	7,072,150
Intergovernmental Revenue	100,000	-	100,000
Interest Income	2,000	-	2,000
Other Revenue	143,500	-	143,500
TOTAL REVENUE	7,317,650	-	7,317,650
FUNDS AVAILABLE	8,402,585	1,232,179	9,634,764
EXPENDITURES:			
Ranger Division	587,800	-	587,800
TOTAL RANGER DIVISION	587,800	-	587,800
CSO Division	396,950	-	396,950
TOTAL CSO DIVISION	396,950	-	396,950
Parks Department Operating Expenditure	104,700	350,000	454,700
Parks Department Vehicles and Rolling Stock	488,000	125,000	613,000
Parks Department Capital Improvement Projects	2,800,000	392,324	3,192,324
TOTAL PARKS DEPARTMENT	3,392,700	867,324	4,260,024
Storm Water Department Operating Expenditure Excluding Storm Water Maintenance	1,391,500	-	1,391,500
Storm Water Department Capital Expenditure	106,300	-	106,300
Storm Water 50/50 Projects	100,000	-	100,000
Storm Water/Creek Stabilization Maintenance	356,000	-	356,000
Storm Water/Creek Subdivision Maintenance	63,000	-	63,000
TOTAL STORM WATER DEPARTMENT	2,016,800	-	2,016,800
DEBT SERVICE FOR PARK PROJECTS	167,500	-	167,500
TOTAL EXPENDITURES	6,561,750	867,324	7,429,074
TRANSFER (TO)FROM RESERVES	1,101,000	(200,000)	901,000
TRANSFER TO DEBT SERVICE FUND 2010 G.O. BONDS	(130,000)	-	(130,000)
TRANSFER TO DEBT SERVICE FUND 2012 G.O. BONDS	(250,000)	-	(250,000)
TRANSFER TO DEBT SERVICE FUND 2014 G.O. BONDS	(655,000)	-	(655,000)
TRANSFER TO DEBT SERVICE FUND 2016 G.O. BONDS	(700,000)	700,000	-
TRANSFER TO RECREATION FUND	(400,000)	-	(400,000)
TRANSFER TO TRANSPORTATION TRUST FUND	(364,655)	(164,350)	(529,005)
OVERHEAD ALLOCATION	(277,600)	-	(277,600)
ENDING FUND BALANCE	$ 164,580	$ 700,505	$ 865,085

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	1,232,179	Adjust fund balance to FY'15 actual ending balance
EXPENDITURES:		
Parks Department Operating Expenditure	350,000	Add Golf Course repairs/replacements from flood-related damage
TOTAL Parks Department Operating Expenditure	350,000	
Parks Department Vehicles and Rolling Stock	55,000	Add replacement of Golf Course fairway mower
Parks Department Vehicles and Rolling Stock	35,000	Add replacement of Golf Course tee mower
Parks Department Vehicles and Rolling Stock	35,000	Add replacement of Golf Course greens mower
TOTAL Parks Department Vehicles and Rolling Stock	125,000	
Parks Department Capital Expenditure	213,438	Carry forward remaining funding from pavilion at 370 Lakeside Park for RV Pod 4
Parks Department Capital Expenditure	28,886	Carry forward funding for Brown Road Park improvements - parking lot
Parks Department Capital Expenditure	40,000	Add Golf Course Hole 1 Fairway Levee Stabilization
Parks Department Capital Expenditure	25,000	Add Golf Course Hole 4 regrading/drainage basin repairs
Parks Department Capital Expenditure	25,000	Add Rec-Plex facility improvements - replace ceramic tile on steps
Parks Department Capital Expenditure	60,000	Add electronic sign at entrance to City Hall
TOTAL Parks Department Capital Expenditure	392,324	
TRANSFER (TO)FROM RESERVES	899,000	Reverse reserves for Parks capital
TRANSFER (TO)FROM RESERVES	(399,000)	Reserve funds for Rec-Plex and Golf Course capital
TRANSFER (TO)FROM RESERVES	(700,000)	Reserve funds that were budgeted for transfer to Debt Service Fund for 2016 G.O. Bonds
TOTAL TRANSFER (TO)FROM RESERVES	(200,000)	
TRANSFER TO DEBT SERVICE FUND 2016 G.O. BONDS	700,000	Remove transfer for 2016 Storm Water G.O. Bonds since the debt payments will not begin until FY17
TRANSFER TO TRANSPORTATION TRUST FUND	61,890	Reduce reimbursement of TTF for stormwater portion of Jungermann Road Bridge Replacement Design to anticipated actual
TRANSFER TO TRANSPORTATION TRUST FUND	(226,240)	Increase reimbursement of TTF for stormwater portion of Mexico Rd Pedestrian Bridge (Dardenne Creek) Construction
TOTAL TRANSFER TO TRANSPORTATION TRUST FUND	(164,350)	

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SEWER LATERAL REPAIR PROGRAM FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 291,868	$ 305,516	$ 597,384
REVENUES			
Sewer Lateral Repair Revenue	525,000	-	525,000
Interest	5,000	-	5,000
TOTAL REVENUE	530,000	-	530,000
FUNDS AVAILABLE	821,868	305,516	1,127,384
EXPENDITURES			
Administration	135,000	-	135,000
Capital	-	-	-
Sewer Lateral Repair Program	600,000	-	600,000
TOTAL EXPENDITURES	735,000	-	735,000
TRANSFER (TO) FROM RESERVES	-	-	-
ENDING FUND BALANCE	$ 86,868	$ 305,516	$ 392,384

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	305,516	Adjust fund balance to FY'15 actual ending balance

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SE[illegible] ALLOCATION FUND - CITY CENTRE

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 1,268,600	$ -	$ 1,268,600
REVENUES			
Property Tax - Real Estate Revenue	85,700	(85,700)	-
Sales and Franchise Tax	980,940	(445,960)	534,980
Other Revenue	100	230	330
TOTAL REVENUE	1,066,740	(531,430)	535,310
FUNDS AVAILABLE	2,335,340	(531,430)	1,803,910
EXPENDITURES			
Debt Service	1,699,470	1,060	1,700,530
Surplus PILOTS	1,981,304	(617,504)	1,363,800
TIF Construction	329,395	20,015	349,410
Administration Expense	25,435	64,999	90,434
TOTAL EXPENDITURES	4,035,604	(531,430)	3,504,174
TRANSFER (TO) FROM RESERVES	1,700,264	-	1,700,264
ENDING FUND BALANCE	$ -	$ -	$ -

DETAIL OF ADJUSTMENTS:

REVENUES:		
Property Tax - Real Estate Revenue	(85,700)	Adjust to anticipated actual
Sales and Franchise Tax	(445,960)	Adjust to anticipated actual
Other Revenue	230	Adjust interest income to anticipated actual
TOTAL REVENUE	(531,430)	
EXPENDITURES:		
Debt Service	1,060	Adjust to anticipated actual
Surplus PILOTS	(617,504)	Adjust to anticipated actual surplus PILOTS
TIF Construction	20,015	Adjust to anticipated actual
Administration Expense	64,999	Adjust to anticipated actual
TOTAL EXPENDITURES	(531,430)	

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SE[illegible] ALLOCATION FUND - OLD TOWN LEVEE

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 3,825,182	$ 436,618	$ 4,261,800
REVENUES			
Property Tax - Real Estate Revenue	620,000	195,000	815,000
Sales and Franchise Tax	935,000	142,000	1,077,000
Other Revenue	5,000	-	5,000
TOTAL REVENUE	1,560,000	337,000	1,897,000
FUNDS AVAILABLE	5,385,182	773,618	6,158,800
EXPENDITURES			
Surplus PILOTS	-	393,067	393,067
Capital Improvement Projects	3,670,000	2,000,000	5,670,000
Reimburse Transportation Trust Fund	14,020	89,700	103,720
Reimburse Water Sewer Tap Fund	-	-	-
Other Expense	20,000	-	20,000
TOTAL EXPENDITURES	3,704,020	2,482,767	6,186,787
TRANSFER (TO) FROM RESERVES FOR ANTICIPATED SURPLUS PILOTS	(400,000)	400,000	-
TRANSFER (TO) FROM RESERVES	-	200,000	200,000
ENDING FUND BALANCE	$ 1,281,162	$ (1,109,149)	$ 172,013

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	436,618	Adjust fund balance to FY'15 actual ending balance
REVENUES:		
Property Tax - Real Estate Revenue	195,000	Adjust to anticipated actual
Sales and Franchise Tax	142,000	Adjust to anticipated actual
TOTAL REVENUE	337,000	
EXPENDITURES:		
Surplus PILOTS	393,067	Adjust to anticipated actual surplus PILOTS
Capital Improvement Projects	500,000	Add Old Town north public infrastructure improvements
Capital Improvement Projects	1,500,000	Add demo and public improvements for northeast corner of Mid Rivers Mall Drive and I-70
Reimburse Transportation Trust Fund	89,700	Reimburse TTF for Mid Rivers Mall Drive Widening (NOR to Salt River Road) Design
TOTAL EXPENDITURES	2,482,767	
TRANSFER (TO) FROM RESERVES FOR ANTICIPATED SURPLUS PILOTS	400,000	Adjust to anticipated actual surplus PILOTS
TRANSFER (TO) FROM RESERVES	200,000	Reverse reserve for capital improvement projects

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SE[illegible] ALLOCATION FUND - ST PETERS LAKESIDE REDEVELOPMENT

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 471,009	$ (28,374)	$ 442,635
REVENUES			
Property Tax - Real Estate Revenue	147,000	-	147,000
Sales Tax	-	-	-
Other Revenue	-	-	-
TOTAL REVENUE	147,000	-	147,000
FUNDS AVAILABLE	618,009	(28,374)	589,635
EXPENDITURES			
Debt Service	5,000	-	5,000
Surplus PILOTS	-	1,000	1,000
Capital Improvement Projects	-	-	-
Other Expense	5,000	-	5,000
TOTAL EXPENDITURES	10,000	1,000	11,000
TRANSFER (TO) FROM RESERVES	(1,000)	1,000	-
ENDING FUND BALANCE	$ 607,009	$ (28,374)	$ 578,635

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	(28,374)	Adjust fund balance to FY'15 actual ending balance
EXPENDITURES:		
Surplus PILOTS	1,000	Adjust to anticipated actual surplus PILOTS
TOTAL EXPENDITURES	1,000	
TRANSFER (TO) FROM RESERVES	1,000	Adjust to anticipated actual surplus PILOTS

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TRANSPORTATION TRUST FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 2,946,130	$ 1,321,192	$ 4,267,322
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND	364,655	164,350	529,005
TRANSFER FROM OLD TOWN TIF	14,020	89,700	103,720
REVENUES:			
Sales Tax	7,072,150	-	7,072,150
Federal Funding	3,347,360	(2,267,900)	1,079,460
County Funding	2,556,735	(740,655)	1,816,080
Build America Bonds Rebate	131,000	-	131,000
Other	210,000	-	210,000
Interest	2,000	-	2,000
TOTAL REVENUE	13,319,245	(3,008,555)	10,310,690
FUNDS AVAILABLE	16,644,050	(1,433,313)	15,210,737
EXPENDITURES:			
Road Construction & Traffic Signals	7,742,885	(2,684,040)	5,058,845
Street Maintenance	4,787,925	-	4,787,925
Traffic Management	1,991,930	-	1,991,930
Contingency	50,000	-	50,000
Debt Service	765,500	-	765,500
TOTAL EXPENDITURES	15,338,240	(2,684,040)	12,654,200
TRANSFER (TO) FROM OTHER FUNDS	(18,200)	-	(18,200)
ADMINISTRATION OVERHEAD	(172,500)	-	(172,500)
ENDING FUND BALANCE	$ 1,115,110	$ 1,250,727	$ 2,365,837

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	1,321,192	Adjust fund balance to FY'15 actual ending balance
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND	(61,890)	Reduce reimbursement for stormwater portion of Jungermann Road Bridge Replacement Design to anticipated actual
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND	226,240	Increase reimbursement for stormwater portion of Mexico Rd Pedestrian Bridge (Dardenne Creek) Construction
TOTAL TRANSFER FROM LOCAL PARKS AND STORM WATER FUND	164,350	
TRANSFER FROM OLD TOWN TIF	89,700	Reimbursement of Mid Rivers Mall Drive Widening (NOR to Salt River Road) Design
REVENUES:		
Intergovernmental Funding		
Jungermann Road Bridge Replacement	(477,425)	County contribution for road improvements
Jungermann Road Bridge Replacement	(1,273,000)	Federal contribution for road improvements
Mexico/Jungermann Intersection Improvements	80,000	County contribution for road improvements
Mexico Road Resurfacing II (Dardenne Creek to MRMD)	(994,900)	Federal contribution for road improvements
Mid Rivers Mall Drive-Ohmes Road Intersection	(137,630)	County contribution for road improvements
Mid Rivers Mall Drive Right Turn Lane Improvements (McMenamy to Connection E)	(205,600)	County contribution for road improvements
Total Intergovernmental Funding	(3,008,555)	
EXPENDITURES:		
Road Construction & Traffic Signals		
Jungermann Road Bridge Replacement	(1,869,790)	Road Improvements
Mexico/Jungermann Intersection Improvements	100,000	Road Improvements
Mexico Road Pedestrian Bridge (Dardenne Creek)	115,165	Road Improvements
Mexico Road Resurfacing (Belleau Creek to Dardenne Creek)	69,345	Road Improvements
Mexico Road Resurfacing II (Dardenne Creek to MRMD)	(1,243,800)	Road Improvements
Mid Rivers Mall Drive DDI Enhancement	122,000	Road Improvements
Mid Rivers Mall Drive-Ohmes Road Intersection	(172,040)	Road Improvements
Mid Rivers Mall Drive Resurfacing II (Mexico Road to St. Peters-Howell)	178,585	Road Improvements
Mid Rivers Mall Drive Right Turn Lane Improvements (McMenamy to Connection E)	(257,000)	Road Improvements
Mid Rivers Mall Drive Widening (NOR to Salt River Road)	89,700	Road Improvements
Salt Lick Road Resurfacing	53,000	Road Improvements
Willott Road Bridge Replacement	84,700	Road Improvements
Willott Road Resurfacing	46,095	Road Improvements
Total Road Construction & Traffic Signals	(2,684,040)	

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WATER SERVICE LINE REPAIR PROGRAM FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 172,784	$ 6,248	$ 179,032
REVENUES			
Water Line Repair Revenue	223,000	-	223,000
Interest	-	-	-
TOTAL REVENUE	223,000	-	223,000
FUNDS AVAILABLE	395,784	6,248	402,032
EXPENDITURES			
Administration	37,000	-	37,000
Water Line Repair Program	186,000	-	186,000
TOTAL EXPENDITURES	223,000	-	223,000
TRANSFER (TO) FROM RESERVES	-	-	-
ENDING FUND BALANCE	$ 172,784	$ 6,248	$ 179,032

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	6,248	Adjust fund balance to FY'15 actual ending balance

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CI[illegible]ND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 190,903	$ 250,743	$ 441,646
REVENUES	4,531,500	-	4,531,500
FUNDS AVAILABLE	4,722,403	250,743	4,973,146
TOTAL EXPENDITURES	4,282,360	(131,740)	4,150,620
OVERHEAD/FLEET ALLOCATION	(320,100)	-	(320,100)
TRANSFER (TO) FROM RESERVES	-	-	-
TRANSFER (TO) FROM POST RETIREMENT BENEFITS TRUST	(39,400)	-	(39,400)
ENDING FUND BALANCE	$ 80,543	$ 382,483	$ 463,026

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	250,743	Adjust fund balance to FY'15 actual ending balance
EXPENDITURES:		
Supplies	1,960	Add computer station for scale house
Tipping Fees	(168,700)	Decrease disposal fees to anticipated actual
Capital Expense	35,000	Carry forward funding for repair of push wall on back of tipping floor
TOTAL EXPENDITURES	(131,740)	

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RE[illegible]ION FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 288,203	$ 84,169	$ 372,372
TRANSFER FROM GENERAL FUND	150,000	-	150,000
TRANSFER FROM LOCAL PARKS AND STORM WATER FUND	400,000	-	400,000
REVENUES:			
Rec-Plex Revenue	5,458,400	-	5,458,400
General Recreation Revenue	403,400	-	403,400
Golf Course Revenue	876,700	-	876,700
370 Lakeside Park Revenue	415,400	-	415,400
TOTAL REVENUE	7,153,900	-	7,153,900
FUNDS AVAILABLE	7,992,103	84,169	8,076,272
EXPENDITURES:			
Rec-Plex Expense	4,750,365	150,800	4,901,165
General Recreation Expense	355,150	4,000	359,150
Golf Course Expense	856,700	10,000	866,700
370 Lakeside Park Expense	347,100	4,000	351,100
TOTAL EXPENDITURES	6,309,315	168,800	6,478,115
DEBT SERVICE 2006 CERTIFICATE OF PARTICIPATION BONDS	(1,356,500)	-	(1,356,500)
TRANSFER (TO) FROM RESERVES	(5,000)	-	(5,000)
TRANSFER (TO) FROM GENERAL FUND	-	-	-
TRANSFER (TO) FROM POST RETIREMENT BENEFITS TRUST	(28,400)	-	(28,400)
TRANSFER (TO) FROM RESERVES - GOLF COURSE	(20,000)	10,000	(10,000)
ENDING FUND BALANCE	$ 272,888	$ (74,631)	$ 198,257

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	84,169	Adjust fund balance to FY'15 actual ending balance
EXPENDITURES:		
Rec-Plex Expense	45,800	Increase part-time salaries for new GSR pay rates
Rec-Plex Expense	75,000	Carry forward funding for replacement of starting blocks in natatorium
Rec-Plex Expense	30,000	Add lighting improvements in north ice rink and gymnasium
Total Rec-Plex Expense	150,800	
General Recreation Expense	4,000	Increase part-time salaries for new GSR pay rates
Total General Recreation Expense	4,000	
Golf Course Expense	10,000	Increase part-time salaries for new GSR pay rates
Total Golf Course Expense	10,000	
370 Lakeside Park Expense	4,000	Add folding chairs and storage cart to be rented out
Total 370 Lakeside Park Expense	4,000	
TRANSFER (TO) FROM RESERVES - GOLF COURSE	10,000	Adjust transfer to reserves from Golf Course

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SOLID WASTE FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING FUND BALANCE	$ 900,770	$ 521,616	$ 1,422,386
REVENUES	5,836,000	-	5,836,000
FUNDS AVAILABLE	6,736,770	521,616	7,258,386
EXPENDITURES:			
Collection Expenses	5,028,375	15,000	5,043,375
TOTAL EXPENDITURES	5,028,375	15,000	5,043,375
OVERHEAD/FLEET ALLOCATION	(651,400)	-	(651,400)
TRANSFER (TO) FROM POST RETIREMENT BENEFITS TRUST	(44,100)	-	(44,100)
ENDING FUND BALANCE	$ 1,012,895	$ 506,616	$ 1,519,511

DETAIL OF ADJUSTMENTS:

BEGINNING FUND BALANCE	521,616	Adjust fund balance to FY'15 actual ending balance
EXPENDITURES:		
Collection Expenses	15,000	Add covered cart maintenance area
TOTAL EXPENDITURES	15,000	

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CO[illegible]ED WATER/SEWER FUND

	FY'16 BUDGET	ADJUSTMENTS	FY'16 BUDGET MAY 26, 2016
BEGINNING CONTINGENCY FUND	$ 616,147	$ 406,882	$ 1,023,029
Beginning Interest Reserve Fund	500,000	-	500,000
REVENUES	11,831,400	(287,200)	11,544,200
FUNDS AVAILABLE	12,947,547	119,682	13,067,229
Operating Expenses	8,255,800	(248,400)	8,007,400
Capital Expenditures	768,705	(162,000)	606,705
TOTAL EXPENDITURES	9,024,505	(410,400)	8,614,105
OVERHEAD/FLEET ALLOCATION	(736,700)	-	(736,700)
(INCREASE) DECREASE IN BOND RESERVES	(23,125)	(132,703)	(155,828)
(INCREASE) DECREASE IN RESERVES	-	-	-
TRANSFER (TO) FROM POST RETIREMENT BENEFITS TRUST	(73,300)	-	(73,300)
DEBT SERVICE	(2,436,750)	87,500	(2,349,250)
TOTAL APPLICATION OF FUNDS	12,294,380	(365,197)	11,929,183
Ending Interest Reserve Fund	500,000	-	500,000
ENDING CONTINGENCY FUND	$ 153,167	$ 484,879	$ 638,046

DETAIL OF ADJUSTMENTS:

BEGINNING CONTINGENCY FUND	406,882	Adjust fund balance to FY'15 actual ending balance
REVENUES:		
Water Receipts	(174,300)	Adjust to anticipated actual
Sewer Receipts	(118,900)	Adjust to anticipated actual
Biosolids/Farm Revenue	(104,000)	Adjust to anticipated actual
Miscellaneous Income	110,000	Add special assessment revenue received
TOTAL REVENUES	(287,200)	
EXPENDITURES:		
Utilities	(65,900)	Reduce electric expense to anticipated actual
Repairs & Maintenance	(20,000)	Defer demo of old headworks and metering vaults until FY17
Repairs & Maintenance	(100,000)	Move budget for sewer sliplining to bond fund
Repairs & Maintenance	(12,500)	Move budget for Water Treatment Plant lab roof/door waterproofing to Utility Construction Fund
Repairs & Maintenance	(50,000)	Move budget for ice pigging raw water lines to Utility Construction Fund
Total Operating Expenses	(248,400)	
Capital Expenditures	(30,000)	Move budget for Earth Centre asphalt pavement to Utility Construction Fund
Capital Expenditures	(20,000)	Move budget for adding heating to equipment building to bond fund
Capital Expenditures	(100,000)	Move budget for Cave Springs water tank painting to bond fund
Capital Expenditures	16,000	Add new gate and camera system for Water Plant
Capital Expenditures	(28,000)	Defer replacement of Group Manager's vehicle until FY17
Total Capital Expenditures	(162,000)	
(INCREASE) DECREASE IN BOND RESERVES	(132,703)	Adjust for addition of 2015 Revenue Bonds
DEBT SERVICE	87,500	Adjust debt service for 2015 Revenue Bonds to anticipated actual

RATE COVENANT CALCULATION:	
Revenues	11,544,200
Operating Expenses	8,817,400
Net Revenues	2,726,800
Interest Reserve Fund	500,000
Net Revenues + I.R.F.	3,226,800
Debt Service	2,349,250
Net Revenues + I.R.F./Debt Service - Required 1.25	1.37
Net Revenues/Debt Service - Required 1.00	1.16

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ORDINANCE NO. _____

AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN PCS SITE LEASE AGREEMENT (ARROWHEAD WATER TANK/ST03XC080) BY AND BETWEEN THE CITY OF ST. PETERS AND SPRINT SPECTRUM L.P.

WHEREAS, **the** City is the owner of certain real property, together with a water tank ("Water Tank") and other improvements located thereon, lying and being situated in the County of St. Charles, State of Missouri, as described more particularly on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Sprint desires to lease a portion of the Property, together with a portion of the Water Tank, in the locations as generally shown on Exhibit B attached hereto and incorporated by reference herein, for the placement of a PCS, as hereinafter defined, on the Water Tank, together with certain equipment on that portion of the Property as shown on Exhibit B for a Service Building, as hereinafter defined, and related equipment, together with rights of access and utility service to the Service Building and the Water Tank over the Property (collectively, the "Leased Premises") for the purpose (the "Permitted Use") of installing, constructing, using, inspecting, repairing, removing, maintaining and operating, at Sprint's expense, (i) a wireless communications system facility, including antenna equipment, supports, cables, wires, poles, conduits, lines, receivers, transmitters, fixtures, buttresses, anchors, fences and other related facilities, equipment and appurtenances for the operation of the foregoing as shown on Exhibit B, and (ii) an equipment service building with portable emergency generator and other supporting equipment and facilities ("Service Building") as more specifically described on Exhibit B attached hereto ((i) and (ii), collectively, the "PCS"), together with the right to temporarily park vehicles on the Property next to the Water Tank for the purposes hereof; and

WHEREAS, the Board of Aldermen of the City of St. Peters does hereby find, declare and ascertain that the lease of the Leased Premises is in the best interests of the inhabitants of the City of St. Peters, will benefit trade and commerce and the comfort, convenience, safety, happiness and health of the inhabitants of the City, serves a proper public and valid municipal purpose, and the City is willing to lease the Leased Premises to Sprint for such purposes.

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

SECTION NO. 1. The form, terms, and provisions of the PCS Site Lease Agreement (Arrowhead Water Tank/ST03XC080), attached hereto, marked as Exhibit No. 1, and incorporated by reference herein, be and they hereby are in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute,

acknowledge, deliver and administer for and on behalf of the City said PCS Site Lease Agreement (Arrowhead Water Tank/ST03XC080) in substantially the form attached hereto. The City Clerk is hereby authorized to attest the PCS Site Lease Agreement (Arrowhead Water Tank/ST03XC080), and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the PCS Site Lease Agreement (Arrowhead Water Tank/ST03XC080) and this Ordinance.

SECTION NO. 2. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

SECTION NO. 3. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

SECTION NO. 4. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this 26th day of May, 2016.

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest:

_____
Patricia E. Smith, City Clerk

Approved this _____ day of _____, 2016.

_____
Mayor

Attest:

_____
City Clerk

No.

EXHIBIT No. 1

PCS SITE LEASE AGREEMENT
[EXISTING TOWER-ARROWHEAD WATER TANK]

Owner: City of St. Peters, Missouri
City Site: # 03009A
Sprint Site Name/Number: Arrowhead Water Tank/ST03XC080
Premises I.D.: Arrowhead Water Tank
Premises Location: 17 Cermak Boulevard
St. Peters, Missouri 63376

This PCS Site Lease Agreement (this "Agreement") is made and entered into as of the _____day of _____, 2016, by and between the CITY OF ST. PETERS, MISSOURI, having its principal offices at One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376 (hereinafter called "City"), and SPRINT SPECTRUM L.P., a Delaware limited partnership, having its principal office in Overland Park, Kansas (hereinafter called "Sprint").

RECITALS

WHEREAS, City is the owner of certain real property, together with a water tank ("Water Tank") and other improvements located thereon, lying and being situated in the County of St. Charles, State of Missouri, as described more particularly on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Sprint desires to lease a portion of the Property, together with a portion of the Water Tank, in the locations as generally shown on Exhibit B attached hereto and incorporated by reference herein, for the placement of a PCS, as hereinafter defined, on the Water Tank, together with certain equipment on that portion of the Property as shown on Exhibit B for a Service Building, as hereinafter defined, and related equipment, together with rights of access and utility service to the Service Building and the Water Tank over the Property (collectively, the "Leased Premises") for the purpose (the "Permitted Use") of installing, constructing, using, inspecting, repairing, removing, maintaining and operating, at Sprint's expense, (i) a wireless communications system facility, including antenna equipment, supports, cables, wires, poles, conduits, lines, receivers, transmitters, fixtures, buttresses, anchors, fences and other related facilities, equipment and appurtenances for the operation of the foregoing as shown on Exhibit B, and (ii) an equipment service building with portable emergency generator and other supporting equipment and facilities ("Service Building") as more specifically described on Exhibit B attached hereto ((i) and (ii), collectively, the "PCS"), together with the right to temporarily park vehicles on the Property next to the Water Tank for the purposes hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Sprint hereby agree as follows:

TERMS AND CONDITIONS

1. USE OF PREMISES. The Recitals set forth above are hereby incorporated by reference as though fully set forth herein, and constitute a part of this Agreement. The City hereby leases to Sprint the Leased Premises and the easements generally described on Exhibit A for electric, telephone, or other utilities in order to serve the PCS on the Leased Premises. Sprint shall not use or permit the Leased Premises to be used for any purpose other than the Permitted Use without the prior, written consent of City. Notwithstanding anything to the contrary contained herein, City agrees that the installation of Sprint's PCS at the Leased Premises on the date hereof was permitted under the Original Lease (as defined in Section 19(e) hereof) and, therefore, is currently in compliance with the terms of this Agreement.

2. ANY EXPANSION OF PERMITTED USE. Any above-ground equipment installed within the Leased Premises and not located on the Water Tank shall be located inside a fenced area on the Leased Premises with a circuit to the existing power supply and with only underground runs of cable or coax from the fenced area to the Water Tank.

All coax or cable installed on the Water Tank shall match the existing color of the Water Tank, and Sprint shall repair, clean, scrape and spot paint any rust stains and any spalled or bare areas of the Water Tank behind any equipment added to or removed from the Water Tank by Sprint at the same time as the removal or installation of any portion of the PCS on the Water Tank by Sprint.

The City also retains the right, from time to time, to paint the Water Tank. Upon six (6) months prior written notice to Sprint of its intent to paint the Water Tank, Sprint shall remove, or protect from damage, its equipment and facilities located on the Water Tank in order to permit such painting. The removal or protection of such equipment and facilities shall be at the sole cost and expense of Sprint. The City will coordinate with Sprint in connection with the repainting of the Tower so as to reasonably minimize disruption to Sprint's PCS and the coverage provided thereby.

Anything to the contrary contained in this Agreement notwithstanding, Sprint shall not be permitted to add or replace any portion of the PCS on the Water Tank if such equipment or cables impose any additional stress to the Water Tank, except as otherwise provided herein. Sprint shall provide the City, prior to the installation of any additional or replacement equipment or cables on the Water Tank, including the additional or replacement equipment and/or cables shown on Exhibit B on the Water Tank, a stress analysis confirming that the installation of such additional and/or replacement equipment and cables will not increase the stress on the Water Tank, or any single component thereof, by more than twenty percent (20%).

Subject to receipt of the stress analysis required above, the City hereby agrees that Sprint is permitted, within six (6) months of the date of this Agreement, to make any modifications to its PCS and the Leased Premises that are necessary to reflect the equipment installation as shown on the attached Exhibit B.

3. ACCESS TO LEASED PREMISES. Sprint shall have access to the Leased Premises for the purposes of the Permitted Use during the Initial Term (as defined below) of this Agreement and any renewals thereof, and ingress and egress to the Leased Premises over the Property is hereby granted to Sprint twenty-four (24) hours a day, three hundred sixty five (365) days per year so long as such ingress and egress does not unreasonably interfere with the City's use of the remainder of the Property. The parties acknowledge and agree that only properly authorized engineers, employees, contractors, or subcontractors of Sprint or the City, FCC inspectors, or persons under their direct supervision, are permitted to enter the Leased Premises.

4. TERM; RENT.

a. The initial term of this Agreement (the "Initial Term") shall be five (5) years, beginning on October 25, 2016 (the "Effective Date").

b. The initial term of this Agreement shall automatically be extended for up to two (2) additional terms of five (5) years each (each, a "Renewal Term"), upon and subject to the terms and provisions contained herein, unless Sprint gives the City written notice of Sprint's intention to terminate this Agreement at least ninety (90) days before the expiration of the then present term of this Agreement.

c. Commencing on the Effective Date, the base rent payable hereunder by Sprint to the City shall be $27,648.00 per year ("Base Rent"), and shall continue thereafter and during the Initial Term hereof, subject to adjustment, if any, as provided below.

(i) During the first Renewal Term, if any, the Base Rent payable under this Agreement shall be $33,177.60 per year, subject to adjustment, if any, as provided below.

(ii) During the second Renewal Term, if any, the Base Rent payable under this Agreement shall be $39,813.12 per year, subject to adjustment, if any, as provided below.

The payment of Base Rent shall be due in twelve (12), equal monthly installments, payable in advance on the first day of each calendar month. City shall provide to Sprint an IRS-approved W-9 form setting forth the tax identification number of City or of the person or entity to whom rent checks are to be made payable as directed in writing by City. Rent will be prorated for any partial month.

d. In case City shall, by reason of the failure of Sprint to keep and perform any of the covenants, agreements, or conditions herein contained to be kept and performed by Sprint, be required, after the giving of any required notice to cure pursuant to this Agreement, to pay any

sum of money, or be compelled or authorized under the terms hereof to do any act requiring the payment of money, including the enforcement of the terms and provisions hereof, then the sum or sums of money so paid by City, including reasonable attorney's fees, shall be added to the installment of Base Rent next becoming due, and shall be collectible as additional rent in the same manner and with the same remedies as if said sum or sums had been originally reserved as Base Rent. All amounts of rent due hereunder, whether additional rent or Base Rent are collectively referred to as "Rent."

5. EMINENT DOMAIN/CONDEMNATION.

a. If all or any part of the Leased Premises is taken by eminent domain, condemnation, or other action pursuant to applicable law, and if said taking, in the sole discretion of Sprint, renders the Leased Premises partially or wholly unusable for providing wireless communication services, then, at Sprint's option, this Agreement may be terminated as of the date of such taking and Rent shall be prorated appropriately by City so that Sprint recovers Rent it paid for any time period after the date of such taking. Sprint shall pay no further rent except that which may have been due and payable at the time of said taking.

b. If the whole or part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then Sprint relinquishes all right, title and interest in any condemnation award, and the entire award for the Leased Premises shall be paid to City. Sprint's only claim shall be for relocation expenses accorded to Sprint by operation of law.

6. INDEMNITY; ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES.

a. Sprint shall indemnify, defend and hold harmless the City against any liability, loss, damage or expense incurred by the City in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by Sprint's (including its employees, agents, servants and/or contractors) acts or omissions at the Leased Premises that (1) are negligent or are willful acts or omissions arising in connection with the use of the Leased Premises, or (2) constitute a violation of Environmental Regulations, as hereinafter defined.

b. Sprint at no time during the term of this Agreement shall use or knowingly permit the Leased Premises to be used in violation of any Environmental Regulations. Sprint shall not permit environmental conditions at the Leased Premises that involve the generation, treatment, storage or disposal of hazardous substances, materials, chemicals, or wastes. Sprint's use of the Leased Premises will not involve use of the subsurface, except for the placement of electrical or utility conduit or coaxial, grounding wires or landscaping as required or permitted hereunder.

c. For the purposed of this Section 6, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state, or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine

Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

d. This Section 6 shall survive the expiration or sooner termination of this Agreement.

7. ELECTRICAL SERVICE. Sprint shall have a separate meter installed and maintained for its electric service, and Sprint shall pay all costs related to said electric service and any other utilities used by it, all of which utilities serving Sprint's Leased Premises shall be located underground.

8. TAXES. Sprint shall be responsible for payment of all personal property taxes levied upon Sprint's PCS, equipment and other improvements on the Leased Premises, and any real estate tax levied solely because of Sprint's use of the Leased Premises.

9. NON-DISTURBANCE.

a. Any sale or transfer by City of all or part of the Leased Premises to a purchaser or transferee other than Sprint shall be under and subject to this Agreement and Sprint's rights hereunder.

b. Subject to the other terms of this Agreement, City covenants that Sprint shall and may peacefully and quietly have, hold and enjoy the Leased Premises during the term of this Agreement provided that Sprint pays the Rent payable to City under this Agreement and performs all of Sprint's covenants and agreements herein contained. City shall take no action that will or could adversely affect Sprint's use of the Leased Premises except in the exercise of its governmental duties and functions. City acknowledges that the Leased Premises have little or no value to Sprint if Sprint cannot use the Leased Premises as permitted hereunder, that the Leased Premises are unique, and that Sprint has made or will make a large investment in the Leased Premises, and therefore, City agrees that Sprint shall be entitled to injunctive relief or other equitable relief to require City to comply with all provisions of this Agreement which may interfere in any way with Sprint's permitted uses of the Leased Premises, so that Sprint may continue with such use of the Leased Premises as fully contemplated by Sprint, except as otherwise expressly provided herein.

10. TERMINATION.

a. Except for a breach which can be cured by the payment of monies, in which case a ten (10) day notice and cure period applies, if either party breaches a provision of this Agreement, the non-breaching party shall provide the other party written notice of the alleged breach. The breaching party shall have thirty (30) days to cure the breach. If within thirty (30) days of such notice, the breaching party has not cured the breach or, if the breach cannot be cured within thirty (30) days, and the breaching party has not performed substantial work to cure the breach, the non-breaching party may give written notice of its intent to terminate this Agreement. Such termination shall become effective ten (10) days after the breaching party's receipt of the notice of intent to terminate, if the breaching party has not cured the breach within such ten (10) day or thirty (30) day period, respectively.

b. In the event that any one (1) or more of Sprint's FCC licenses, permits or approvals to conduct its business on the Leased Premises are revoked or canceled, or Sprint is enjoined from conducting its business on the Leased Premises for any reason whatsoever by a court of competent jurisdiction, then Sprint shall be entitled to terminate this Agreement at any time by written notice of termination to City effective thirty (30) days after such notice is given.

c. Sprint covenants and agrees to vacate and surrender the quiet and peaceable possession of the Leased Premises upon the termination of this Agreement howsoever caused. No later than the expiration or termination date of this Agreement, Sprint shall, if demanded by City in writing, at Sprint's expense, remove from the Leased Premises all equipment comprising part of the PCS, the Service Building and any temporary structures or other personal property located on the Leased Premises erected by Sprint. Should Sprint fail to remove and restore the Leased Premises as aforesaid, then the City may perform the work and Sprint shall reimburse City for the cost thereof within thirty (30) days after a bill is rendered.

d. In case of Sprint's failure to so remove its equipment, the Service Building and any such temporary structures and other personal property pursuant to the terms hereof, then at the option of City, upon the expiration of thirty (30) days after the termination of this Agreement, the same shall become and thereafter remain the property of City; provided however, if within one hundred twenty (120) days after the expiration of such thirty (30) day period City elects to and does remove, or cause to be removed, said equipment, Service Building, temporary structures or other personal property from the Leased Premises, then Sprint shall reimburse City for the cost thereof within thirty (30) days after a bill is rendered therefor to Sprint.

e. Except as otherwise expressly provided herein, upon termination of this Agreement, the Parties shall have no further obligations to each other, including the payment of money. City shall retain all Base Rent paid for lease of the Leased Premises prior to the date of termination.

f. Notwithstanding anything to the contrary contained herein, Sprint may, in Sprint's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to the City at least one (1) year prior to the effective date of such termination.

11. ASSIGNMENT.

a. Except as expressly set forth herein, Sprint shall not, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, obtained in each case, sell, assign, mortgage, deed in trust, or transfer this Agreement, or sublet the Leased Premises, nor permit any such sale, assignment, encumbrance, transfer or subletting to occur, by operation of law or otherwise; provided however, the City's consent shall not be required in connection with any collocation, or any sale, assignment or transfer of this Agreement by Sprint to its parent company, any wholly-owned subsidiary, or to any successor-in-interest to it and acquiring fifty-one percent (51%) or more of its Sprint's stock or assets, and who in each instance has agreed in writing to assume all of the obligations of Sprint under the terms and conditions of this Agreement and who has provided written notice to the City of the same within sixty (60) days after such sale, assignment or transfer is consummated. If Sprint shall become the subject of a court proceeding in bankruptcy or liquidating receivership or shall make an assignment for the benefit of creditors, this Agreement may by such fact or any other unauthorized act be terminated at the option of City. Except as expressly set forth herein, any sale, assignment, encumbrance or transfer, or subletting of the Leased Premises or any part thereof without the prior, written consent of City shall not operate to release Sprint from the fulfillment on Sprint's part of the covenants and agreements herein contained to be performed by Sprint. If Sprint shall sell, assign, encumber, transfer, or sublet all or any portion of all of its interest in this Agreement with the prior written consent of the City, then City shall look to such purchaser, assignee, transferee or sublessee of Sprint's obligations hereunder, and Sprint shall, from and after such conveyance, assignment, transfer, or sublease be relieved and discharged from any and all liabilities and obligations under this Agreement.

b. Without limiting any of the provisions of this Section 11 and to the extent permitted by applicable law, if pursuant to the Bankruptcy Code of 1978, as the same may be amended, Sprint or the Trustee in Bankruptcy is permitted to assign this Agreement and Sprint's interest in the Leased Premises in disregard of the restrictions contained in this Section 11, Sprint agrees that adequate assurance of future performance by the assignee permitted under such Bankruptcy Code shall mean the deposit of cash security with the City in an amount equal to one (1) year's Base Rent then reserved hereunder. Such deposit shall be held by City for the balance of the term as security for the full and faithful performance of all of the obligations under this Agreement on the part of the assignee yet to be performed. If Sprint or the Trustee receives or is to receive any valuable consideration for such an assignment of this Agreement, such consideration, after deducting therefrom any portion of such consideration reasonably designated by the assignee as paid for the purchase of Sprint's equipment or personal property on the Leased Premises, shall be and become the exclusive property of City and shall be paid over to City directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this Agreement shall have a net worth (exclusive of good will) equal to at least ten (10) times the aggregate annual Base Rent reserved hereunder for the then applicable Term. Further, in the event of any such assignment, Sprint or the Trustee in Bankruptcy shall reimburse City for any reasonable attorneys' fees in connection with its reviewing and/or drafting of any appropriate documents to effect such transfer of Sprint's interests.

12. SUBORDINATION.

a. This Agreement and all rights of Sprint hereunder are subject and subordinate to any mortgage or financing agreement, blanket or otherwise, which do now or may hereafter affect the Property, and to any and all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, every such mortgage or financing agreement shall recognize the validity of this Agreement in the event of a foreclosure of the City's interest and also Sprint's right to remain in occupancy of and to have access to the Leased Premises so long as Sprint is not in default of this Agreement. It is the intention of the parties that this provision be self-operative, and that no further instrument shall be required to effect such subordination of this Agreement. Sprint shall, however, upon demand at any time or times, execute, acknowledge, and deliver to City, without expense to the City, any and all instruments that may be necessary or proper to subordinate this Agreement, and all rights of Sprint hereunder to any such mortgage or financing agreement, or to confirm or evidence said subordination agreement, all of which documents shall be in a form reasonably acceptable to Sprint.

b. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage, deed of trust or financing agreement made by City covering the Leased Premises, Sprint shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the City under this Agreement.

c. Sprint agrees, within thirty (30) days of request by City, to execute and deliver to the City a statement in written form prepared by the City (and in form reasonably acceptable to Sprint) certifying that this Agreement is unmodified or stating such modifications; that Sprint has no defenses, offsets or counter claims against its obligations to pay Rent hereunder and to perform its other covenants under this Agreement; and, that there are no uncured defaults of City or Sprint (or, if there are any, to state the same to any prospective purchaser, mortgagee or financee of the real property). From time to time Sprint may request a similar statement from the City.

d. If the Leased Premises are encumbered by a mortgage or other financing agreement on the date this Agreement is executed, City will, immediately after execution, obtain and provide to Sprint, a non-disturbance and attornment instrument for each such mortgage or financing agreement in recordable form. Notwithstanding any provision to the contrary, if City fails to provide said non-disturbance and attornment instrument, Sprint shall have the right to immediately terminate this Agreement upon written notice to City.

13. MEMORANDUM OF LEASE. For the purpose of providing constructive notice hereof, City and Sprint hereby agree to execute concurrently with the execution of this Agreement a Memorandum of PCS Site Lease Agreement in substantially the form attached hereto, marked as Exhibit "C", and incorporated by reference herein. Sprint shall have the same recorded in the land records of St. Charles County, Missouri.

14. COVENANT OF TITLE. City covenants that City is seized of good and sufficient title and interest to the Leased Premises. City further covenants that there are no unrecorded liens, judgments, impediments or encumbrances on the Leased Premises not of record.

15. INSURANCE.

a. Sprint shall provide, at its own cost and expense, contractual liability, fire, lightning, extended coverage perils, vandalism, water damage, collapse and other special extended perils on Sprint's improvements, and commercial general liability insurance covering the Leased Premises, with liability coverage in the amounts of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, issued by companies authorized to transact business in Missouri and holding a current rating of not less than A-, VII according to A.M. Best. The commercial general liability insurance shall name both the Sprint as insured and the City as additional insured. Sprint shall, on or before the Effective Date, supply to City a certificate evidencing the above described insurance. Such insurance coverage must provide on its face that it will not be canceled, or modified without thirty (30) days' prior written notice sent by certified mail to the City at City's address as set forth in Section 19.b. hereof.

Sprint, for itself, its employees, contractors, agents, participants and invitees, hereby expressly releases and discharges the City from any and all liability of every kind or nature, including, but not limited to, bodily injury (including death), damage to the property, and all claims, suits, demands, losses, costs and expenses (including attorneys' fees) arising from or alleged to arise from this Agreement and use of the Leased Premises pursuant to this Agreement, that may be sustained by Sprint, its employees, agents, contractors, participants or invitees while on the Leased Premises.

b. Sprint shall indemnify, defend and hold harmless the City of and from any and all liability, loss, damage, or expense, causes of action, suits, claims, and judgments, including reasonable legal fees and expenses in connection with defending any such action, suit, or claim which may arise or grow out of any injury to or death of persons on, or damage to the Leased Premises or property of third parties, of any and every kind and nature arising from Sprint's use, occupation, management, or possession of the Leased Premises or any part thereof or occasioned by or attributable to the negligence, acts, or omissions, of or use by, Sprint, its agents, employees, contractors, participants or invitees, except for matters arising solely from the independent negligence or intentional acts of the City, its agents, employees, contractors, participants or invitees; or, if alleged to have been occasioned by or attributable to the negligence, acts, or omissions of both Sprint and the City, then Sprint shall defend both Sprint and the City, including reasonable legal fees and expenses in connection therewith, against any such causes of action, suits and claims, but shall only indemnify the City for any judgments entered against the City for liability, loss, damage or expense attributable to the negligence, acts, or omissions of Sprint.

c. City and Sprint hereby waives, on behalf of itself and its insurers, any claims that it may have against the other for loss or damage resulting from perils covered by the insurance provided pursuant to this Section 15, including, but not limited to, the standard form of fire and extended coverage insurance, including vandalism and malicious mischief, to the extent of such policies which shall be in effect from time to time in the State of Missouri, it being expressly understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of Sprint. Sprint shall secure from its casualty insurer a

waiver of subrogation endorsement to its policy, and upon request, deliver a copy of such endorsement to the other party to this Agreement.

16. GENERAL MAINTENANCE.

a. Sprint agrees to keep the Leased Premises in good order and repair and free from any nuisance or filth upon or adjacent thereto, and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of said Leased Premises. City or its representatives may, at all reasonable hours, enter upon said Leased Premises for the purpose of examining the condition thereof and making such reasonable repairs as City may see fit to make. Sprint shall be allowed a reasonable time to correct any repairs after notification by City, subject to the provisions of Section 10.a. hereof.

b. City agrees to keep the Water Tank in good order and repair, and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to the ownership of the Property.

17. INTERFERENCE. City shall not use, nor shall City hereafter permit other lessees to use, any other portion of the Property in any way which materially interferes with the operations of Sprint. Such interference shall be deemed a material breach by City, and City shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, City shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purposes of testing, after action has been taken for the purposes of correcting such interference.

18. COMPLIANCE WITH FCC RADIO FREQUENCY EMISSIONS REQUIREMENTS.

a. It shall be the responsibility of Sprint to ensure that Sprint's use, installation, or modification of the PCS or other equipment on the Leased Premises does not cause radio frequency exposure levels to any existing equipment located on the Property or in the surrounding vicinity (including the City's equipment and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC.

b. Sprint agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the PCS in non-compliance, Sprint will cooperate with City and other users of the Water Tank, other than City, to bring the PCS into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the PCS into compliance.

19. MISCELLANEOUS.

a. Choice Of Law; Venue. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Missouri. Any

litigation concerning this Agreement shall be conducted in the circuit court located in St. Charles County, Missouri, and the parties hereto consent to the jurisdiction of any circuit court located within the county of St. Charles, Missouri. Each party waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Each party further agrees not to assert against the other (except by way of a defense or counterclaim in a proceeding initiated by either party) any claim or other assertion of liability with respect to this Agreement, or a party's conduct or otherwise in any jurisdiction other than the foregoing jurisdiction.

b. Notice. Any notice to be given or delivered pursuant to this Agreement shall be ineffective unless given or delivered in writing, and shall be given or delivered in writing as follows:

Sprint:	Sprint Spectrum L.P. Attention: Sprint Property Services Site ID: ST03XC080 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 62251-2650
With a copy to:	Sprint Law Department Attention: Real Estate Attorney Sprint ID: ST03XC080 Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 62251-2020
City:	City of St. Peters One St. Peters Centre Boulevard P.O. Box 9 St. Peters, Missouri 63376 Attn: City Administrator

or in any case, to such other address for a party as to which notice shall have been given in accordance with this Section. Notices so addressed shall be deemed to have been duly given (i) on the third Business Day after the day of mailing, if sent by registered or certified mail, postage prepaid, (ii) on the next Business Day following the documented acceptance thereof for next-day delivery by a national overnight air courier service, if so sent, or (iii) on the date of personal delivery. Otherwise, notices shall be deemed to have been given when actually received at such address.

c. Binding on Successors and Assigns. This Agreement shall extend to and be binding upon the successors and permitted assigns of the parties hereto.

d. Amendment. No amendment, modification, or waiver of this Agreement or any provision hereof, including the provisions of this sentence, shall be effective or enforceable as

against a party hereto unless made in a written instrument that specifically references this Agreement and that is signed by the party waiving compliance.

e. Entire Agreement. This Agreement constitutes the exclusive statement of the agreement between City and Sprint concerning the subject matter hereof, and supersedes all other or prior agreements, oral or written, between the parties hereto concerning such subject matter, including, but not limited to, that certain PCS Site Lease [Existing Tower] between the City and Sprint dated August 26, 1996, with a Commencement Date of October 25, 1996, and all amendments thereto (the "Original Lease"). All negotiations between the parties hereto are superseded by this Agreement, and there are no representations, warranties, promises, understandings or agreements, oral or written, in relation to the subject matter hereof and between the parties hereto other than those expressly set forth or expressly incorporated herein.

f. Headings. The article and section headings used in this Agreement are intended solely for convenience of reference, do not themselves form a part of this Agreement, and may not be given effect in the interpretation or construction of this Agreement.

g. Number and Gender; Inclusion. Whenever the context requires in this Agreement, the masculine gender includes the feminine or neuter, the neuter gender includes the masculine or feminine, the singular number includes the plural, and the plural number includes the singular. In every place where it is used in this Agreement, the word "including" is intended and shall be construed to mean "including, without limitation."

h. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or electronic copy of a signature shall be deemed an original for purposes of this Agreement.

i. Third Parties. Except as may otherwise be expressly stated herein, no provision of this Agreement is intended or shall be construed to confer on any Person, other than the parties hereto, any rights hereunder.

j. Time Periods. Any action required hereunder to be taken within a certain number of days shall, except as may otherwise be expressly provided herein, be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a Saturday, a Sunday, or a legal holiday, the period during which such action may be taken shall automatically be extended to the next Business Day.

k. Further Assurances. The parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

l. Severability. The provisions of this Agreement are severable. If any provision of

this Agreement, or the application thereof to any person or circumstance, shall be deemed invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement that can be given effect.

m. Remedies. The rights and remedies of the parties hereunder are not mutually exclusive; that is, the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Each party acknowledges, confirms, and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be unenforceable by specific performance, injunction, or other equitable remedy.

n. Authorization and Capacity. City and Sprint each represent to the other that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the City and Sprint, respectively, except as otherwise specifically set forth herein. Each party will furnish to the other copies of such resolutions, certificates and agreements as the other shall reasonably request in order to confirm such authority and capacity of City and Sprint and of the persons who are to execute documents in connection herewith.

IN WITNESS WHEREOF, the City and Sprint have duly executed this instrument as of the day and year first above written.

Sprint Spectrum L.P.	City of St. Peters, Missouri
By: _____	By: _____
Michael Mizzell	William P. Charnisky
Manager-Vendor Management	City Administrator

EXHIBIT “A”

A tract of land in part of U.S. Survey 732, Township 47 North, Range 3 East, St. Charles County, Missouri, and described as follows: Commencing at a point on the Eastern line of Missouri State Highway 79, at its intersection with the Northern line of the Norfolk and Western Railroad Right-of-Way, 100 feet wide; thence along said Eastern Highway line North 11 degrees 36 minutes 11 seconds East, 101.63 feet to a point of curve; thence continuing along said Highway line on a curve to the left having a radius of 2932.32 feet an arc distance of 253.47 feet to a point; thence continuing along said Highway line North 13 degrees 58 minutes 27 seconds East, 103.61 feet to a point; thence continuing along said Highway line on a curve to the left having a radius of 2947.32 feet an arc distance of 200.84 feet to a point, thence leaving said Highway line and running South 87 degrees 50 minutes 40 seconds East, 550.24 feet to the radius point of the circular tract of land herein described; said tract of land having a radius of 60 feet and a circumference of 376.992 feet and containing 11,309.76 square feet (0.260 acres).

Subject to reservations, restrictions, rights of way, easements and covenants of record, if any.

Also an easement for ingress, egress and utility purposes leading from the above described Leased Premises to Kelly Boulevard.

EXHIBIT “B”

See attached

EXHIBIT "C"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF PCS SITE LEASE AGREEMENT

This Memorandum of PCS Site Lease Agreement (this "Memorandum") is made and entered into as of the ____ day of _____, 2016, by and between Sprint Spectrum L.P., a Delaware limited partnership ("Grantee"), and the City of St. Peters, Missouri, a municipal corporation ("Grantor").

1. Grantor and Grantee have entered into that certain PCS Site Lease Agreement [Existing Tower] dated August 26, 1996 (the "Original Lease") for the purpose of Grantee installing, constructing, inspecting, operating, maintaining and repairing, among other things, certain facilities to provide wireless communication services, all of which terms, provisions, agreements and restrictions are set forth in the Original Lease (the "Permitted Use"). The parties caused to be recorded a Memorandum of Lease with respect to such Original Lease, which was recorded with the Office of Recorder of Deeds, County of St. Charles, State of Missouri, in Book 1885, Page 4 on October 25, 1996.

2. The Original Lease has been superseded by that certain PCS Site Lease Agreement dated on or about the date hereof (the "New Lease").

3. The term of the Original Lease, ran from October 25, 1996 to October 24, 2016. The initial term of the New Lease is for five (5) years beginning on October 25, 2016, and ending on October 24, 2021, with two (2), five (5) year renewal terms, unless earlier terminated under the terms of the New Lease.

4. Grantor is leasing to Grantee a portion of the real property described on Exhibit A annexed hereto.

5. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the New Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the New Lease, the provisions of the New Lease, shall control. The New Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, subject to the provisions of the New Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

SEAL

Sprint Spectrum L.P.	City of St. Peters, Missouri
By: _____	By: _____
Michael Mizzell	William P. Charnisky
Manager-Vendor Management	City Administrator

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me personally appeared WILLIAM P. CHARNISKY, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Aldermen; and said WILLIAM P. CHARNISKY acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

_____
Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2016, before me personally appeared MICHAEL MIZZELL, to me personally known, who, being by me duly sworn, did say that he is the Manager-Vendor Management of Sprint Spectrum L.P., a Delaware limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its general partner; and, said Manager-Vendor Management acknowledged said instrument to be the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

EXHIBIT A TO MEMORANDUM OF PCS SITE LEASE AGREEMENT

A tract of land in part of U.S. Survey 732, Township 47 North, Range 3 East, St. Charles County, Missouri, and described as follows: Commencing at a point on the Eastern line of Missouri State Highway 79, at its intersection with the Northern line of the Norfolk and Western Railroad Right-of-Way, 100 feet wide; thence along said Eastern Highway line North 11 degrees 36 minutes 11 seconds East, 101.63 feet to a point of curve; thence continuing along said Highway line on a curve to the left having a radius of 2932.32 feet an arc distance of 253.47 feet to a point; thence continuing along said Highway line North 13 degrees 58 minutes 27 seconds East, 103.61 feet to a point; thence continuing along said Highway line on a curve to the left having a radius of 2947.32 feet an arc distance of 200.84 feet to a point, thence leaving said Highway line and running South 87 degrees 50 minutes 40 seconds East, 550.24 feet to the radius point of the circular tract of land herein described; said tract of land having a radius of 60 feet and a circumference of 376.992 feet and containing 11,309.76 square feet (0.260 acres).

Subject to reservations, restrictions, rights of way, easements and covenants of record, if any.

Also an easement for ingress, egress and utility purposes leading from the above described Leased Premises to Kelly Boulevard.

Exhibit No. 1

PCS SITE LEASE AGREEMENT
[EXISTING TOWER-ARROWHEAD WATER TANK]

Owner: City of St. Peters, Missouri
City Site: # 03009A
Sprint Site Name/Number: Arrowhead Water Tank/ST03XC080
Premises I.D.: Arrowhead Water Tank
Premises Location: 17 Cermak Boulevard
St. Peters, Missouri 63376

This PCS Site Lease Agreement (this "Agreement") is made and entered into as of the _____day of April, 2016, by and between the CITY OF ST. PETERS, MISSOURI, having its principal offices at One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376 (hereinafter called "City"), and SPRINT SPECTRUM L.P., a Delaware limited partnership, having its principal office in Overland Park, Kansas (hereinafter called "Sprint").

RECITALS

WHEREAS, City is the owner of certain real property, together with a water tank ("Water Tank") and other improvements located thereon, lying and being situated in the County of St. Charles, State of Missouri, as described more particularly on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Sprint desires to lease a portion of the Property, together with a portion of the Water Tank, in the locations as generally shown on Exhibit B attached hereto and incorporated by reference herein, for the placement of a PCS, as hereinafter defined, on the Water Tank, together with certain equipment on that portion of the Property as shown on Exhibit B for a Service Building, as hereinafter defined, and related equipment, together with rights of access and utility service to the Service Building and the Water Tank over the Property (collectively, the "Leased Premises") for the purpose (the "Permitted Use") of installing, constructing, using, inspecting, repairing, removing, maintaining and operating, at Sprint's expense, (i) a wireless communications system facility, including antenna equipment, supports, cables, wires, poles, conduits, lines, receivers, transmitters, fixtures, buttresses, anchors, fences and other related facilities, equipment and appurtenances for the operation of the foregoing as shown on Exhibit B, and (ii) an equipment service building with portable emergency generator and other supporting equipment and facilities ("Service Building") as more specifically described on Exhibit B attached hereto ((i) and (ii), collectively, the "PCS"), together with the right to temporarily park vehicles on the Property next to the Water Tank for the purposes hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Sprint hereby agree as follows:

Draft

TERMS AND CONDITIONS

1. USE OF PREMISES. The Recitals set forth above are hereby incorporated by reference as though fully set forth herein, and constitute a part of this Agreement. The City hereby leases to Sprint the Leased Premises and the easements generally described on Exhibit A for electric, telephone, or other utilities in order to serve the PCS on the Leased Premises. Sprint shall not use or permit the Leased Premises to be used for any purpose other than the Permitted Use without the prior, written consent of City. Notwithstanding anything to the contrary contained herein, City agrees that the installation of Sprint's PCS at the Leased Premises on the date hereof was permitted under the Original Lease (as defined in Section 19(e) hereof) and, therefore, is currently in compliance with the terms of this Agreement.

2. ANY EXPANSION OF PERMITTED USE. Any above-ground equipment installed within the Leased Premises and not located on the Water Tank shall be located inside a fenced area on the Leased Premises with a circuit to the existing power supply and with only underground runs of cable or coax from the fenced area to the Water Tank.

All coax or cable installed on the Water Tank shall match the existing color of the Water Tank, and Sprint shall repair, clean, scrape and spot paint any rust stains and any spalled or bare areas of the Water Tank behind any equipment added to or removed from the Water Tank by Sprint at the same time as the removal or installation of any portion of the PCS on the Water Tank by Sprint.

The City also retains the right, from time to time, to paint the Water Tank. Upon six (6) months prior written notice to Sprint of its intent to paint the Water Tank, Sprint shall remove, or protect from damage, its equipment and facilities located on the Water Tank in order to permit such painting. The removal or protection of such equipment and facilities shall be at the sole cost and expense of Sprint. The City will coordinate with Sprint in connection with the repainting of the Tower so as to reasonably minimize disruption to Sprint's PCS and the coverage provided thereby.

Anything to the contrary contained in this Agreement notwithstanding, Sprint shall not be permitted to add or replace any portion of the PCS on the Water Tank if such equipment or cables impose any additional stress to the Water Tank, except as otherwise provided herein. Sprint shall provide the City, prior to the installation of any additional or replacement equipment or cables on the Water Tank, including the additional or replacement equipment and/or cables shown on Exhibit B on the Water Tank, a stress analysis confirming that the installation of such additional and/or replacement equipment and cables will not increase the stress on the Water Tank, or any single component thereof, by more than twenty percent (20%).

Subject to receipt of the stress analysis required above, the City hereby agrees that Sprint is permitted, within six (6) months of the date of this Agreement, to make any modifications to its PCS and the Leased Premises that are necessary to reflect the equipment installation as shown on the attached Exhibit B.

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3. ACCESS TO LEASED PREMISES. Sprint shall have access to the Leased Premises for the purposes of the Permitted Use during the Initial Term (as defined below) of this Agreement and any renewals thereof, and ingress and egress to the Leased Premises over the Property is hereby granted to Sprint twenty-four (24) hours a day, three hundred sixty five (365) days per year so long as such ingress and egress does not unreasonably interfere with the City's use of the remainder of the Property. The parties acknowledge and agree that only properly authorized engineers, employees, contractors, or subcontractors of Sprint or the City, FCC inspectors, or persons under their direct supervision, are permitted to enter the Leased Premises.

4. TERM; RENT.

a. The initial term of this Agreement (the "Initial Term") shall be five (5) years, beginning on October 25, 2016 (the "Effective Date").

b. The initial term of this Agreement shall automatically be extended for up to two (2) additional terms of five (5) years each (each, a "Renewal Term"), upon and subject to the terms and provisions contained herein, unless Sprint gives the City written notice of Sprint's intention to terminate this Agreement at least ninety (90) days before the expiration of the then present term of this Agreement.

c. Commencing on the Effective Date, the base rent payable hereunder by Sprint to the City shall be $27,648.00 per year ("Base Rent"), and shall continue thereafter and during the Initial Term hereof, subject to adjustment, if any, as provided below.

(i) During the first Renewal Term, if any, the Base Rent payable under this Agreement shall be $33,177.60 per year, subject to adjustment, if any, as provided below.

(ii) During the second Renewal Term, if any, the Base Rent payable under this Agreement shall be $39,813.12 per year, subject to adjustment, if any, as provided below.

The payment of Base Rent shall be due in twelve (12), equal monthly installments, payable in advance on the first day of each calendar month. City shall provide to Sprint an IRS-approved W-9 form setting forth the tax identification number of City or of the person or entity to whom rent checks are to be made payable as directed in writing by City. Rent will be prorated for any partial month.

d. In case City shall, by reason of the failure of Sprint to keep and perform any of the covenants, agreements, or conditions herein contained to be kept and performed by Sprint, be required, after the giving of any required notice to cure pursuant to this Agreement, to pay any sum of money, or be compelled or authorized under the terms hereof to do any act requiring the payment of money, including the enforcement of the terms and provisions hereof, then the sum or sums of money so paid by City, including reasonable attorney's fees, shall be added to the installment of Base Rent next becoming due, and shall be collectible as additional rent in the

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same manner and with the same remedies as if said sum or sums had been originally reserved as Base Rent. All amounts of rent due hereunder, whether additional rent or Base Rent are collectively referred to as "Rent."

5. EMINENT DOMAIN/CONDEMNATION.

a. If all or any part of the Leased Premises is taken by eminent domain, condemnation, or other action pursuant to applicable law, and if said taking, in the sole discretion of Sprint, renders the Leased Premises partially or wholly unusable for providing wireless communication services, then, at Sprint's option, this Agreement may be terminated as of the date of such taking and Rent shall be prorated appropriately by City so that Sprint recovers Rent it paid for any time period after the date of such taking. Sprint shall pay no further rent except that which may have been due and payable at the time of said taking.

b. If the whole or part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then Sprint relinquishes all right, title and interest in any condemnation award, and the entire award for the Leased Premises shall be paid to City. Sprint's only claim shall be for relocation expenses accorded to Sprint by operation of law.

6. INDEMNITY; ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES.

a. Sprint shall indemnify, defend and hold harmless the City against any liability, loss, damage or expense incurred by the City in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by Sprint's (including its employees, agents, servants and/or contractors) acts or omissions at the Leased Premises that (1) are negligent or are willful acts or omissions arising in connection with the use of the Leased Premises, or (2) constitute a violation of Environmental Regulations, as hereinafter defined.

b. Sprint at no time during the term of this Agreement shall use or knowingly permit the Leased Premises to be used in violation of any Environmental Regulations. Sprint shall not permit environmental conditions at the Leased Premises that involve the generation, treatment, storage or disposal of hazardous substances, materials, chemicals, or wastes. Sprint's use of the Leased Premises will not involve use of the subsurface, except for the placement of electrical or utility conduit or coaxial, grounding wires or landscaping as required or permitted hereunder.

c. For the purposed of this Section 6, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state, or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund

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Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

d. This Section 6 shall survive the expiration or sooner termination of this Agreement.

7. ELECTRICAL SERVICE. Sprint shall have a separate meter installed and maintained for its electric service, and Sprint shall pay all costs related to said electric service and any other utilities used by it, all of which utilities serving Sprint's Leased Premises shall be located underground.

8. TAXES. Sprint shall be responsible for payment of all personal property taxes levied upon Sprint's PCS, equipment and other improvements on the Leased Premises, and any real estate tax levied solely because of Sprint's use of the Leased Premises.

9. NON-DISTURBANCE.

a. Any sale or transfer by City of all or part of the Leased Premises to a purchaser or transferee other than Sprint shall be under and subject to this Agreement and Sprint's rights hereunder.

b. Subject to the other terms of this Agreement, City covenants that Sprint shall and may peacefully and quietly have, hold and enjoy the Leased Premises during the term of this Agreement provided that Sprint pays the Rent payable to City under this Agreement and performs all of Sprint's covenants and agreements herein contained. City shall take no action that will or could adversely affect Sprint's use of the Leased Premises except in the exercise of its governmental duties and functions. City acknowledges that the Leased Premises have little or no value to Sprint if Sprint cannot use the Leased Premises as permitted hereunder, that the Leased Premises are unique, and that Sprint has made or will make a large investment in the Leased Premises, and therefore, City agrees that Sprint shall be entitled to injunctive relief or other equitable relief to require City to comply with all provisions of this Agreement which may interfere in any way with Sprint's permitted uses of the Leased Premises, so that Sprint may continue with such use of the Leased Premises as fully contemplated by Sprint, except as otherwise expressly provided herein.

10. TERMINATION.

a. Except for a breach which can be cured by the payment of monies, in which case a ten (10) day notice and cure period applies, if either party breaches a provision of this Agreement, the non-breaching party shall provide the other party written notice of the alleged

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breach. The breaching party shall have thirty (30) days to cure the breach. If within thirty (30) days of such notice, the breaching party has not cured the breach or, if the breach cannot be cured within thirty (30) days, and the breaching party has not performed substantial work to cure the breach, the non-breaching party may give written notice of its intent to terminate this Agreement. Such termination shall become effective ten (10) days after the breaching party's receipt of the notice of intent to terminate, if the breaching party has not cured the breach within such ten (10) day or thirty (30) day period, respectively.

b. In the event that any one (1) or more of Sprint's FCC licenses, permits or approvals to conduct its business on the Leased Premises are revoked or canceled, or Sprint is enjoined from conducting its business on the Leased Premises for any reason whatsoever by a court of competent jurisdiction, then Sprint shall be entitled to terminate this Agreement at any time by written notice of termination to City effective thirty (30) days after such notice is given.

c. Sprint covenants and agrees to vacate and surrender the quiet and peaceable possession of the Leased Premises upon the termination of this Agreement howsoever caused. No later than the expiration or termination date of this Agreement, Sprint shall, if demanded by City in writing, at Sprint's expense, remove from the Leased Premises all equipment comprising part of the PCS, the Service Building and any temporary structures or other personal property located on the Leased Premises erected by Sprint. Should Sprint fail to remove and restore the Leased Premises as aforesaid, then the City may perform the work and Sprint shall reimburse City for the cost thereof within thirty (30) days after a bill is rendered.

d. In case of Sprint's failure to so remove its equipment, the Service Building and any such temporary structures and other personal property pursuant to the terms hereof, then at the option of City, upon the expiration of thirty (30) days after the termination of this Agreement, the same shall become and thereafter remain the property of City; provided however, if within one hundred twenty (120) days after the expiration of such thirty (30) day period City elects to and does remove, or cause to be removed, said equipment, Service Building, temporary structures or other personal property from the Leased Premises, then Sprint shall reimburse City for the cost thereof within thirty (30) days after a bill is rendered therefor to Sprint.

e. Except as otherwise expressly provided herein, upon termination of this Agreement, the Parties shall have no further obligations to each other, including the payment of money. City shall retain all Base Rent paid for lease of the Leased Premises prior to the date of termination.

f. Notwithstanding anything to the contrary contained herein, Sprint may, in Sprint's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to the City at least one (1) year prior to the effective date of such termination.

11. <u>ASSIGNMENT</u>.

a. Except as expressly set forth herein, Sprint shall not, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed,

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obtained in each case, sell, assign, mortgage, deed in trust, or transfer this Agreement, or sublet the Leased Premises, nor permit any such sale, assignment, encumbrance, transfer or subletting to occur, by operation of law or otherwise; provided however, the City's consent shall not be required in connection with any collocation, or any sale, assignment or transfer of this Agreement by Sprint to its parent company, any wholly-owned subsidiary, or to any successor-in-interest to it and acquiring fifty-one percent (51%) or more of its Sprint's stock or assets, and who in each instance has agreed in writing to assume all of the obligations of Sprint under the terms and conditions of this Agreement and who has provided written notice to the City of the same within sixty (60) days after such sale, assignment or transfer is consummated. If Sprint shall become the subject of a court proceeding in bankruptcy or liquidating receivership or shall make an assignment for the benefit of creditors, this Agreement may by such fact or any other unauthorized act be terminated at the option of City. Except as expressly set forth herein, any sale, assignment, encumbrance or transfer, or subletting of the Leased Premises or any part thereof without the prior, written consent of City shall not operate to release Sprint from the fulfillment on Sprint's part of the covenants and agreements herein contained to be performed by Sprint. If Sprint shall sell, assign, encumber, transfer, or sublet all or any portion of all of its interest in this Agreement with the prior written consent of the City, then City shall look to such purchaser, assignee, transferee or sublessee of Sprint's obligations hereunder, and Sprint shall, from and after such conveyance, assignment, transfer, or sublease be relieved and discharged from any and all liabilities and obligations under this Agreement.

b. Without limiting any of the provisions of this Section 11 and to the extent permitted by applicable law, if pursuant to the Bankruptcy Code of 1978, as the same may be amended, Sprint or the Trustee in Bankruptcy is permitted to assign this Agreement and Sprint's interest in the Leased Premises in disregard of the restrictions contained in this Section 11, Sprint agrees that adequate assurance of future performance by the assignee permitted under such Bankruptcy Code shall mean the deposit of cash security with the City in an amount equal to one (1) year's Base Rent then reserved hereunder. Such deposit shall be held by City for the balance of the term as security for the full and faithful performance of all of the obligations under this Agreement on the part of the assignee yet to be performed. If Sprint or the Trustee receives or is to receive any valuable consideration for such an assignment of this Agreement, such consideration, after deducting therefrom any portion of such consideration reasonably designated by the assignee as paid for the purchase of Sprint's equipment or personal property on the Leased Premises, shall be and become the exclusive property of City and shall be paid over to City directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this Agreement shall have a net worth (exclusive of good will) equal to at least ten (10) times the aggregate annual Base Rent reserved hereunder for the then applicable Term. Further, in the event of any such assignment, Sprint or the Trustee in Bankruptcy shall reimburse City for any reasonable attorneys' fees in connection with its reviewing and/or drafting of any appropriate documents to effect such transfer of Sprint's interests.

12. SUBORDINATION.

a. This Agreement and all rights of Sprint hereunder are subject and subordinate to any mortgage or financing agreement, blanket or otherwise, which do now or may hereafter affect the Property, and to any and all renewals, modifications, consolidations, replacements, and

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extensions thereof; provided, however, every such mortgage or financing agreement shall recognize the validity of this Agreement in the event of a foreclosure of the City's interest and also Sprint's right to remain in occupancy of and to have access to the Leased Premises so long as Sprint is not in default of this Agreement. It is the intention of the parties that this provision be self-operative, and that no further instrument shall be required to effect such subordination of this Agreement. Sprint shall, however, upon demand at any time or times, execute, acknowledge, and deliver to City, without expense to the City, any and all instruments that may be necessary or proper to subordinate this Agreement, and all rights of Sprint hereunder to any such mortgage or financing agreement, or to confirm or evidence said subordination agreement, all of which documents shall be in a form reasonably acceptable to Sprint.

b. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage, deed of trust or financing agreement made by City covering the Leased Premises, Sprint shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the City under this Agreement.

c. Sprint agrees, within thirty (30) days of request by City, to execute and deliver to the City a statement in written form prepared by the City (and in form reasonably acceptable to Sprint) certifying that this Agreement is unmodified or stating such modifications; that Sprint has no defenses, offsets or counter claims against its obligations to pay Rent hereunder and to perform its other covenants under this Agreement; and, that there are no uncured defaults of City or Sprint (or, if there are any, to state the same to any prospective purchaser, mortgagee or financee of the real property). From time to time Sprint may request a similar statement from the City.

d. If the Leased Premises are encumbered by a mortgage or other financing agreement on the date this Agreement is executed, City will, immediately after execution, obtain and provide to Sprint, a non-disturbance and attornment instrument for each such mortgage or financing agreement in recordable form. Notwithstanding any provision to the contrary, if City fails to provide said non-disturbance and attornment instrument, Sprint shall have the right to immediately terminate this Agreement upon written notice to City.

13. MEMORANDUM OF LEASE. For the purpose of providing constructive notice hereof, City and Sprint hereby agree to execute concurrently with the execution of this Agreement a Memorandum of PCS Site Lease Agreement in substantially the form attached hereto, marked as Exhibit "C", and incorporated by reference herein. Sprint shall have the same recorded in the land records of St. Charles County, Missouri.

14. COVENANT OF TITLE. City covenants that City is seized of good and sufficient title and interest to the Leased Premises. City further covenants that there are no unrecorded liens, judgments, impediments or encumbrances on the Leased Premises not of record.

15. INSURANCE.

a. Sprint shall provide, at its own cost and expense, contractual liability, fire, lightning, extended coverage perils, vandalism, water damage, collapse and other special

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extended perils on Sprint's improvements, and commercial general liability insurance covering the Leased Premises, with liability coverage in the amounts of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, issued by companies authorized to transact business in Missouri and holding a current rating of not less than A-, VII according to A.M. Best. The commercial general liability insurance shall name both the Sprint as insured and the City as additional insured. Sprint shall, on or before the Effective Date, supply to City a certificate evidencing the above described insurance. Such insurance coverage must provide on its face that it will not be canceled, or modified without thirty (30) days' prior written notice sent by certified mail to the City at City's address as set forth in Section 19.b. hereof.

Sprint, for itself, its employees, contractors, agents, participants and invitees, hereby expressly releases and discharges the City from any and all liability of every kind or nature, including, but not limited to, bodily injury (including death), damage to the property, and all claims, suits, demands, losses, costs and expenses (including attorneys' fees) arising from or alleged to arise from this Agreement and use of the Leased Premises pursuant to this Agreement, that may be sustained by Sprint, its employees, agents, contractors, participants or invitees while on the Leased Premises.

b. Sprint shall indemnify, defend and hold harmless the City of and from any and all liability, loss, damage, or expense, causes of action, suits, claims, and judgments, including reasonable legal fees and expenses in connection with defending any such action, suit, or claim which may arise or grow out of any injury to or death of persons on, or damage to the Leased Premises or property of third parties, of any and every kind and nature arising from Sprint's use, occupation, management, or possession of the Leased Premises or any part thereof or occasioned by or attributable to the negligence, acts, or omissions, of or use by, Sprint, its agents, employees, contractors, participants or invitees, except for matters arising solely from the independent negligence or intentional acts of the City, its agents, employees, contractors, participants or invitees; or, if alleged to have been occasioned by or attributable to the negligence, acts, or omissions of both Sprint and the City, then Sprint shall defend both Sprint and the City, including reasonable legal fees and expenses in connection therewith, against any such causes of action, suits and claims, but shall only indemnify the City for any judgments entered against the City for liability, loss, damage or expense attributable to the negligence, acts, or omissions of Sprint.

c. City and Sprint hereby waives, on behalf of itself and its insurers, any claims that it may have against the other for loss or damage resulting from perils covered by the insurance provided pursuant to this Section 15, including, but not limited to, the standard form of fire and extended coverage insurance, including vandalism and malicious mischief, to the extent of such policies which shall be in effect from time to time in the State of Missouri, it being expressly understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of Sprint. Sprint shall secure from its casualty insurer a waiver of subrogation endorsement to its policy, and upon request, deliver a copy of such endorsement to the other party to this Agreement.

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16. GENERAL MAINTENANCE.

a. Sprint agrees to keep the Leased Premises in good order and repair and free from any nuisance or filth upon or adjacent thereto, and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of said Leased Premises. City or its representatives may, at all reasonable hours, enter upon said Leased Premises for the purpose of examining the condition thereof and making such reasonable repairs as City may see fit to make. Sprint shall be allowed a reasonable time to correct any repairs after notification by City, subject to the provisions of Section 10.a. hereof.

b. City agrees to keep the Water Tank in good order and repair, and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to the ownership of the Property.

17. INTERFERENCE. City shall not use, nor shall City hereafter permit other lessees to use, any other portion of the Property in any way which materially interferes with the operations of Sprint. Such interference shall be deemed a material breach by City, and City shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, City shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purposes of testing, after action has been taken for the purposes of correcting such interference.

18. COMPLIANCE WITH FCC RADIO FREQUENCY EMISSIONS REQUIREMENTS.

a. It shall be the responsibility of Sprint to ensure that Sprint's use, installation, or modification of the PCS or other equipment on the Leased Premises does not cause radio frequency exposure levels to any existing equipment located on the Property or in the surrounding vicinity (including the City's equipment and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC.

b. Sprint agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the PCS in non-compliance, Sprint will cooperate with City and other users of the Water Tank, other than City, to bring the PCS into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the PCS into compliance.

19. MISCELLANEOUS.

a. Choice Of Law; Venue. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in the circuit court located in St. Charles County, Missouri, and the parties hereto consent to the jurisdiction of any circuit court located within the county of St. Charles, Missouri. Each party waives any objection to jurisdiction and

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venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Each party further agrees not to assert against the other (except by way of a defense or counterclaim in a proceeding initiated by either party) any claim or other assertion of liability with respect to this Agreement, or a party's conduct or otherwise in any jurisdiction other than the foregoing jurisdiction.

b. Notice. Any notice to be given or delivered pursuant to this Agreement shall be ineffective unless given or delivered in writing, and shall be given or delivered in writing as follows:

Sprint:	Sprint Spectrum L.P. Attention: Sprint Property Services Site ID: ST03XC080 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 62251-2650
With a copy to:	Sprint Law Department Attention: Real Estate Attorney Sprint ID: ST03XC080 Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 62251-2020
City:	City of St. Peters One St. Peters Centre Boulevard P.O. Box 9 St. Peters, Missouri 63376 Attn: City Administrator

or in any case, to such other address for a party as to which notice shall have been given in accordance with this Section. Notices so addressed shall be deemed to have been duly given (i) on the third Business Day after the day of mailing, if sent by registered or certified mail, postage prepaid, (ii) on the next Business Day following the documented acceptance thereof for next-day delivery by a national overnight air courier service, if so sent, or (iii) on the date of personal delivery. Otherwise, notices shall be deemed to have been given when actually received at such address.

c. Binding on Successors and Assigns. This Agreement shall extend to and be binding upon the successors and permitted assigns of the parties hereto.

d. Amendment. No amendment, modification, or waiver of this Agreement or any provision hereof, including the provisions of this sentence, shall be effective or enforceable as against a party hereto unless made in a written instrument that specifically references this Agreement and that is signed by the party waiving compliance.

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e. Entire Agreement. This Agreement constitutes the exclusive statement of the agreement between City and Sprint concerning the subject matter hereof, and supersedes all other or prior agreements, oral or written, between the parties hereto concerning such subject matter, including, but not limited to, that certain PCS Site Lease [Existing Tower] between the City and Sprint dated August 26, 1996, with a Commencement Date of October 25, 1996, and all amendments thereto (the "Original Lease"). All negotiations between the parties hereto are superseded by this Agreement, and there are no representations, warranties, promises, understandings or agreements, oral or written, in relation to the subject matter hereof and between the parties hereto other than those expressly set forth or expressly incorporated herein.

f. Headings. The article and section headings used in this Agreement are intended solely for convenience of reference, do not themselves form a part of this Agreement, and may not be given effect in the interpretation or construction of this Agreement.

g. Number and Gender; Inclusion. Whenever the context requires in this Agreement, the masculine gender includes the feminine or neuter, the neuter gender includes the masculine or feminine, the singular number includes the plural, and the plural number includes the singular. In every place where it is used in this Agreement, the word "including" is intended and shall be construed to mean "including, without limitation."

h. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or electronic copy of a signature shall be deemed an original for purposes of this Agreement.

i. Third Parties. Except as may otherwise be expressly stated herein, no provision of this Agreement is intended or shall be construed to confer on any Person, other than the parties hereto, any rights hereunder.

j. Time Periods. Any action required hereunder to be taken within a certain number of days shall, except as may otherwise be expressly provided herein, be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a Saturday, a Sunday, or a legal holiday, the period during which such action may be taken shall automatically be extended to the next Business Day.

k. Further Assurances. The parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

l. Severability. The provisions of this Agreement are severable. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be deemed invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement that can be given effect.

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m. Remedies. The rights and remedies of the parties hereunder are not mutually exclusive; that is, the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Each party acknowledges, confirms, and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be unenforceable by specific performance, injunction, or other equitable remedy.

n. Authorization and Capacity. City and Sprint each represent to the other that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the City and Sprint, respectively, except as otherwise specifically set forth herein. Each party will furnish to the other copies of such resolutions, certificates and agreements as the other shall reasonably request in order to confirm such authority and capacity of City and Sprint and of the persons who are to execute documents in connection herewith.

IN WITNESS WHEREOF, the City and Sprint have duly executed this instrument as of the day and year first above written.

Sprint Spectrum L.P.	City of St. Peters, Missouri
By: Michael Mizzell	By: _____
Michael Mizzell Manager-Vendor Management	William P. Charnisky City Administrator

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EXHIBIT "A"

A tract of land in part of U.S. Survey 732, Township 47 North, Range 3 East, St. Charles County, Missouri, and described as follows: Commencing at a point on the Eastern line of Missouri State Highway 79, at its intersection with the Northern line of the Norfolk and Western Railroad Right-of-Way, 100 feet wide; thence along said Eastern Highway line North 11 degrees 36 minutes 11 seconds East, 101.63 feet to a point of curve; thence continuing along said Highway line on a curve to the left having a radius of 2932.32 feet an arc distance of 253.47 feet to a point; thence continuing along said Highway line North 13 degrees 58 minutes 27 seconds East, 103.61 feet to a point; thence continuing along said Highway line on a curve to the left having a radius of 2947.32 feet an arc distance of 200.84 feet to a point, thence leaving said Highway line and running South 87 degrees 50 minutes 40 seconds East, 550.24 feet to the radius point of the circular tract of land herein described; said tract of land having a radius of 60 feet and a circumference of 376.992 feet and containing 11,309.76 square feet (0.260 acres).

Subject to reservations, restrictions, rights of way, easements and covenants of record, if any.

Also an easement for ingress, egress and utility purposes leading from the above described Leased Premises to Kelly Boulevard.

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EXHIBIT "B"

See attached

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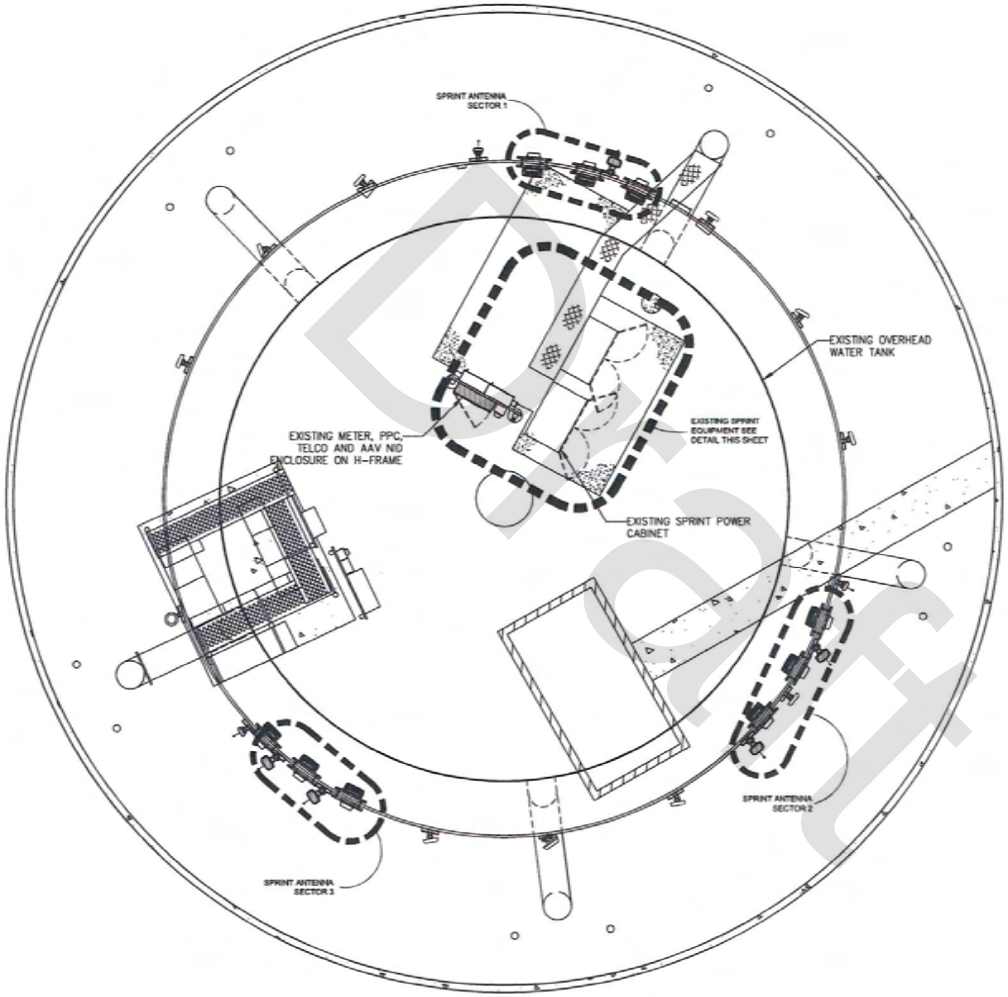


140'-0" WATER TANK

NOTE:
EXISTING SITE LAYOUT WAS PROVIDED TO LANDTECH. ALL DIMENSIONS SHOWN HEREON ARE BASED ON THE SITE LAYOUT AS PROVIDED. CM TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

22"x34" SCALE: 1" = 4'-0"
11"x17" SCALE: 1" = 2'-0"

PLANS PREPARED FOR:

Sprint
6580 Sprint Parkway
Overland Park, Kansas 66251

PLANS PREPARED BY:

LANDTECH
Professional Surveying & Engineering
PO Box 183, 1275 McGregor Way, Grawn, MI 49637
ph: 231-943-0050 web: www.landtechpe.com

SCALE NOTE:

THE DRAWINGS ARE DESIGNED FOR 24"x36" SIZED PAPER. WHERE MUNICIPALITIES REQUIRE 11"x17" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 1:2. ALL SUCH COPIES SHALL HAVE A SCALE 2x THE SHOWN SIZE.

MLA PARTNER:

ENGINEERING LICENSE:

STATE OF MISSOURI
MATTHEW C. MORGANS
NUMBER
PE-2005020916
PROFESSIONAL ENGINEER

DRAWING NOTICE:

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF SPRINT AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF SPRINT AND THE ENGINEER OF RECORD.

REVISIONS:

DESCRIPTION	DATE	BY	REV
PRELIMINARY DRAWINGS	04/10/15	RJH	0
AZIMUTH CORRECTION	04/23/15	RJH	1
EQUIPMENT LIST & MISC.	10/01/15	RJH	2
SHOW RRUS	03/03/16	RJH	3

SITE NAME:

ARROWHEAD WATER TANK

SITE CASCADE:

ST03XC080

SITE ADDRESS:

17 CERMACK ROAD
ST. PETERS, MO 63376
ST. LOUIS COUNTY

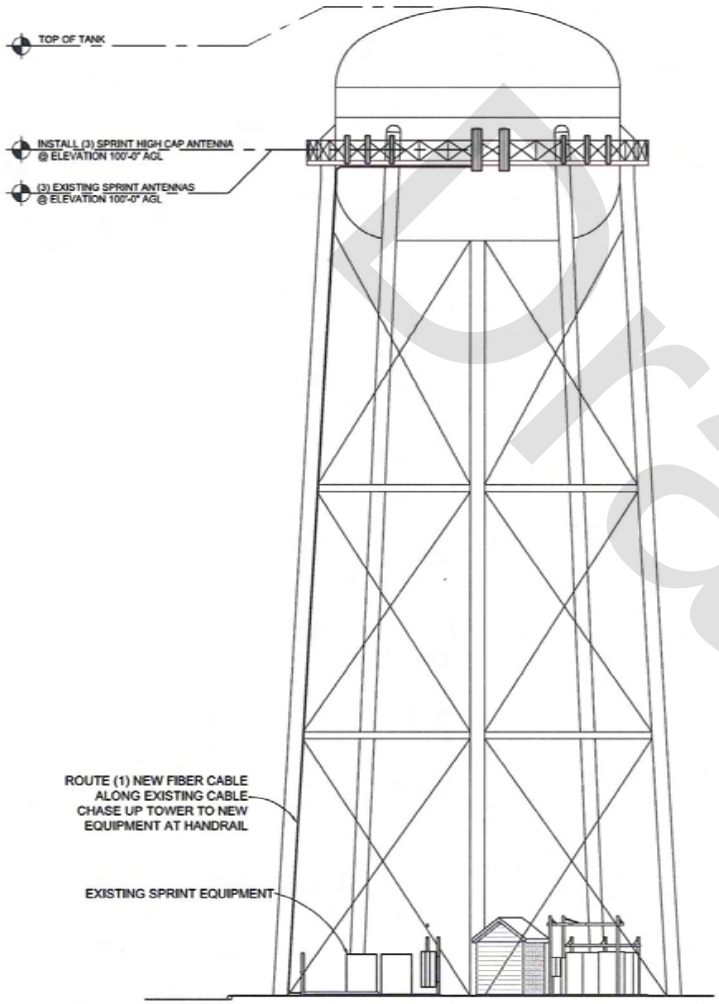
SHEET DESCRIPTION:

SITE PLAN

SHEET NUMBER:

A-1

LANDTECH PROJECT #: 1539027



ELEVATION VIEW | NO SCALE | B

140'-0" WATER TANK

NO SCALE | A

DETAIL NOT USED

Draft

PLANS PREPARED FOR:

Sprint
6580 Sprint Parkway
Overland Park, Kansas 66251

PLANS PREPARED BY:

LANDTECH
Professional Surveying & Engineering
PO Box 193, 1275 McGregor Way, Grawn, MI 49637
ph: 231-943-0050 web: www.landtechps.com

SCALE NOTE:

THE DRAWINGS ARE DESIGNED FOR 24"x36" SIZED PAPER. WHERE MUNICIPALITIES REQUIRE 11"x17" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 1:2. ALL SUCH COPIES SHALL HAVE A SCALE 2x THE SHOWN SIZE.

MLA PARTNER:

ENGINEERING LICENSE:

STATE OF MISSOURI
MATTHEW C. MOSAMBI
NUMBER PE-2006026782
PROFESSIONAL ENGINEER

DRAWING NOTICE:

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REVISIONS:

DESCRIPTION	DATE	BY	REV
PRELIMINARY DRAWINGS	04/10/15	RJH	0
AZIMUTH CORRECTION	04/23/15	RJH	1
EQUIPMENT LIST & MISC.	10/01/15	RJH	2
SHOW RRUS	03/03/16	RJH	3

SITE NAME:

ARROWHEAD WATER TANK

SITE CASCADE:

ST03XC080

SITE ADDRESS:

17 CERMACK ROAD
ST. PETERS, MO 63376
ST. LOUIS COUNTY

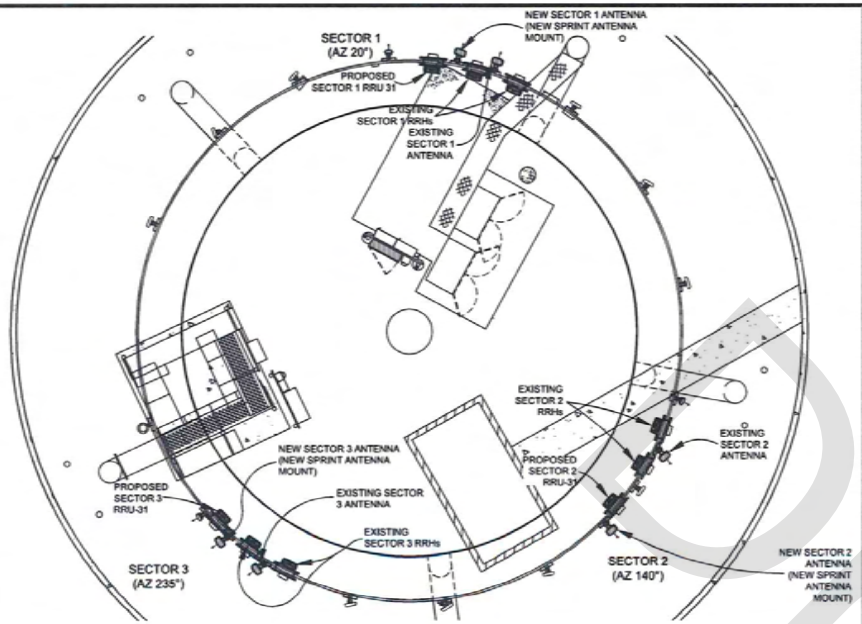
SHEET DESCRIPTION:

TOWER ELEVATION & CABLE PLAN

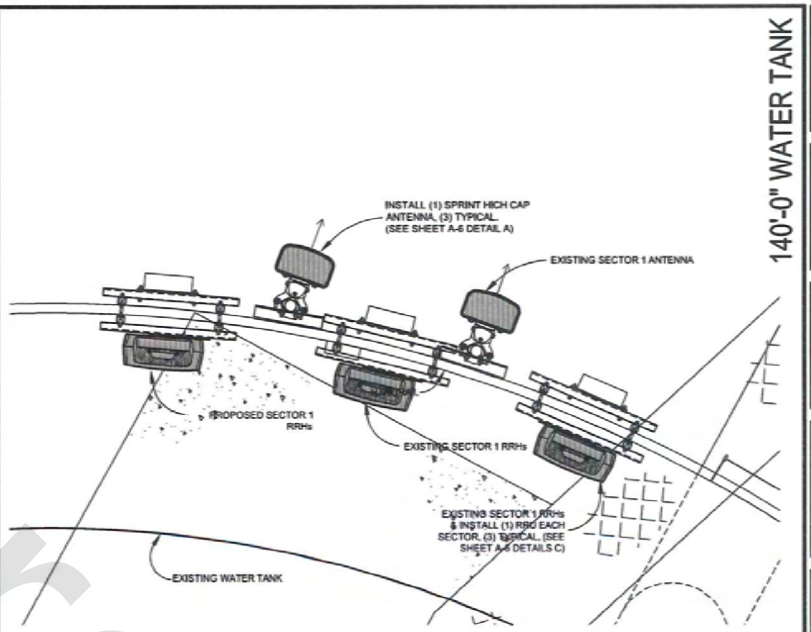
SHEET NUMBER:

A-2

LANDTECH PROJECT #: 1539027



ANTENNA DETAIL | NO SCALE | A



ANTENNA DETAIL | NO SCALE | B

EQUIPMENT LIST				
	HxWxD	WEIGHT	EXISTING	PROPOSED
ANTENNAS				
APXVSPP18	72"x11.8x7	57 LBS	3	3
RRH'S	HxWxD	WEIGHT		
RRU11	17.4"x11.3"x8.7"	44.0	3	
RRU31	16.5"x11.8"x9.3"	59.5 LBS	3	3
RRU MOUNT		12.0 LBS	3	3
HYBRID	39mm	1.05 LB/FT	135'	
JUMPERS	7/16"x8'	.14 LB/FT	18	12
POWER JUNCTION CYLINDER	3.15x15.354	4.5 LBS	3	
OPTIC JUNCTION CYLINDER	3.15x11.22	4.0 LBS	3	

EQUIPMENT LIST | NO SCALE | D

ANTENNA SUPPORT DETAILS | NO SCALE | C

PLANS PREPARED FOR:

Sprint
6580 Sprint Parkway
Overland Park, Kansas 66251

PLANS PREPARED BY:

LANDTECH
Professional Surveying & Engineering
PO Box 193, 1275 McGregor Way, Green, MI 49637
ph: 231-643-0050 web: www.landtechpa.com

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MLA PARTNER:

ENGINEERING LICENSE:

STATE OF MISSOURI
MATTHEW T. MORGAN
NUMBER
PE-2003026216
PROFESSIONAL ENGINEER

DRAWING NOTICE:

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REVISIONS:

DESCRIPTION	DATE	BY	REV
PRELIMINARY DRAWINGS	04/10/15	RJH	0
AZIMUTH CORRECTION	04/23/15	RJH	1
EQUIPMENT LIST & MISC.	10/01/15	RJH	2
SHOW RRUS	03/03/16	RJH	3

SITE NAME:

ARROWHEAD
WATER TANK

SITE CASCADE:

ST03XC080

SITE ADDRESS:

17 CERMACK ROAD
ST. PETERS, MO 63376
ST. LOUIS COUNTY

SHEET DESCRIPTION:

ANTENNA LAYOUT
& MOUNTING DETAILS

SHEET NUMBER:

A-3

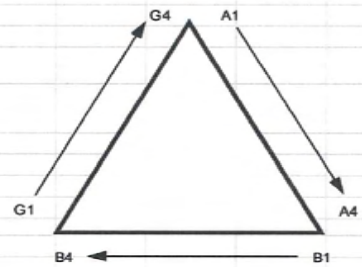
LANDTECH PROJECT #: 1539027

Draft

CABLE MARKING COLOR CONVENTION TABLE

2500MHz #1 Cal Cable - Sector	Cable	First Ring	Second Ring	Third Ring	Forth Ring	Fifth Ring	Sixth Ring
1 Alpha	1	Yellow		Yellow	White		
2 Beta	2	Yellow	Yellow		Yellow	White	
3 Gamma	3	Yellow	Yellow	Yellow		Yellow	White
2500MHz #2 Cal Cable - Sector	**Cable**	**First Ring**	**Second Ring**	**Third Ring**	**Forth Ring**	**Fifth Ring**	**Sixth Ring**
1 Alpha	1	Yellow		Yellow	Purple		
2 Beta	2	Yellow	Yellow		Yellow	Purple	
3 Gamma	3	Yellow	Yellow	Yellow		Yellow	Purple

Figure 1: Antenna Orientation



Issue 5, October 2013

140'-0" WATER TANK

NOTE*: All color code tape shall be 3M-35 and shall be installed using a minimum of (3) wraps of tape.
NOTE*: All color bands installed at the tower top shall be a minimum of 3" wide and shall have a minimum of ¾" of spacing between each color.
NOTE*: All color bands installed at or near the ground may be only ¾" wide. Each top-jumper shall be color coded with (1) set of 3" wide bands.
NOTE*: Each main coax shall be color coded with (1) set of 3" bands near the top-jumper connection and with ¾" color bands just prior to entering the BTS or transmitter building.
NOTE*: All bottom jumpers shall be color coded with (1) set of ¾" bands on each end of the bottom jumper.
NOTE*: All color codes shall be installed so as to align neatly with one another from side-to-side.
NOTE*: Each color band shall have a minimum of (3) wraps and shall be neatly trimmed and smoothed out so as to avoid unraveling.
NOTE*: X-Pole Antennas should use "xx-1" for the "+45" port, "xx-2" for the "-45" port.
NOTE*: Colorband #4 refers to the Frequency Band: ORANGE=850, VIOLET=1900. Used on jumpers only.
NOTE*: RF feedline shall be identified with a metal tag (stainless or brass) and stamped with the sector, antenna position, and cable number.
NOTE*: Antennas must be identified, using the sector letter and antenna number, with a black marker prior to installation.

CABLE MARKING TAGS

TO PROVIDE ADDITIONAL IDENTIFICATION RF CABLES SHALL BE IDENTIFIED WITH A METAL TAG MADE OF STAINLESS STEEL OR BRASS AND STAMPED WITH THE SECTOR, ANTENNA POSITION, AND CABLE NUMBER. THE ID MARKING LOCATIONS SHOULD BE AS PER "CABLE MARKING LOCATIONS TABLE". THE TAG SHOULD BE ATTACHED WITH CORROSIVE PROOF WIRE OR WAX STRING AROUND THE CABLE. THE TAG SHOULD BE LABLED AS SHOWN BELOW IN FIGURE 2.

Figure 2: Tag Detail Example

CABLE MARKING LOCATIONS TABLE

TAPE	TAG	LOCATIONS
X		EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
X		EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING.
	X	MARKING TAGS SHALL BE ATTACHED AT CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER
X		ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF BOTTOM JUMPER.

A

Draft

PLANS PREPARED FOR:
Sprint
6580 Sprint Parkway
Overland Park, Kansas 66251

PLANS PREPARED BY:
LANDTECH
Professional Surveying & Engineering
PO Box 193, 1275 McGregor Way, Grawn, MI 49637
ph: 231-943-0050 web: www.landtechpe.com

SCALE NOTE:
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MLA PARTNER:

ENGINEERING LICENSE:
STATE OF MISSOURI
MATTHEW E. MOSKAND
NUMBER PE-2003036192
PROFESSIONAL ENGINEER

DRAWING NOTICE:
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REVISIONS:

DESCRIPTION	DATE	BY	REV
PRELIMINARY DRAWINGS	04/10/15	RJH	0
AZIMUTH CORRECTION	04/23/15	RJH	1
EQUIPMENT LIST & MISC.	10/01/15	RJH	2
SHOW RRUS	03/03/16	RJH	3

SITE NAME:
ARROWHEAD WATER TANK

SITE CASCADE:
ST03XC080

SITE ADDRESS:
17 CERMACK ROAD
ST. PETERS, MO 63376
ST. LOUIS COUNTY

SHEET DESCRIPTION:
COLOR CODING

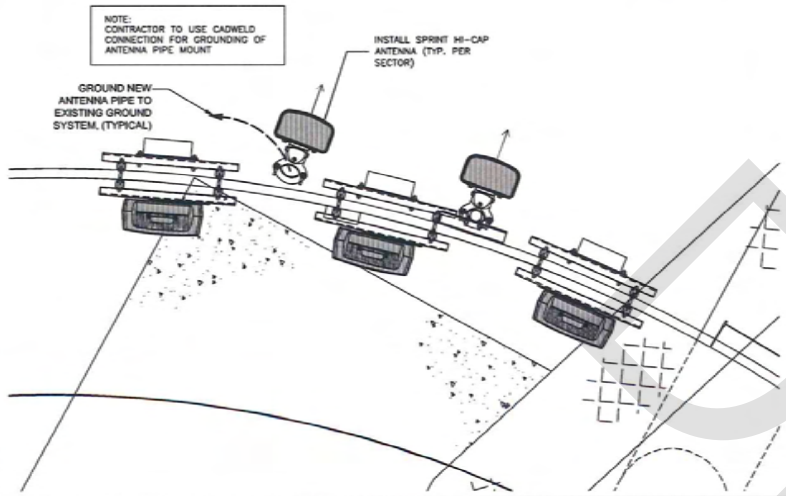
SHEET NUMBER:
A-4

LANDTECH PROJECT #: 1539027

LEGEND:

- NEW GROUND LEAD
- CADWELD CONNECTION (EXOTHERMIC WELD)
- MECHANICAL CONNECTION

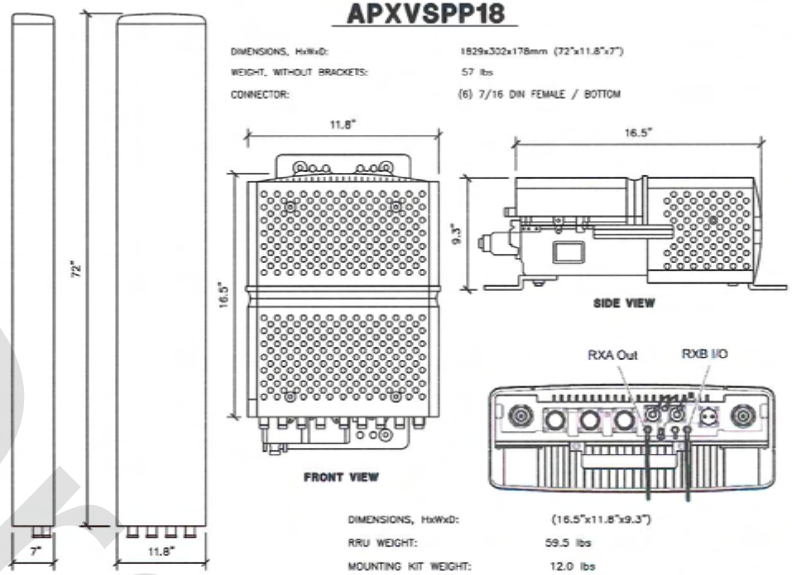
NOTE:
THIS IS A TYPICAL GROUNDING DETAIL FOR CONCEPTUAL PURPOSES ONLY. FOR ACTUAL LOCATIONS AND QUANTITIES OF ANTENNAS/RRHs SEE SHEET A-3.



ANTENNA GROUNDING PLAN (TYP) | NO SCALE | C

RFS ANTENNA APXVSPP18

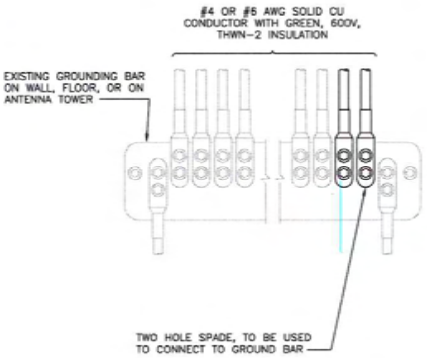
DIMENSIONS, HxWxD:	1829x302x178mm (72"x11.8"x7")
WEIGHT, WITHOUT BRACKETS:	57 lbs
CONNECTOR:	(6) 7/16 DIN FEMALE / BOTTOM



DIMENSIONS, HxWxD:	(16.5"x11.8"x9.3")
RRU WEIGHT:	59.5 lbs
MOUNTING KIT WEIGHT:	12.0 lbs

140'-0" WATER TANK

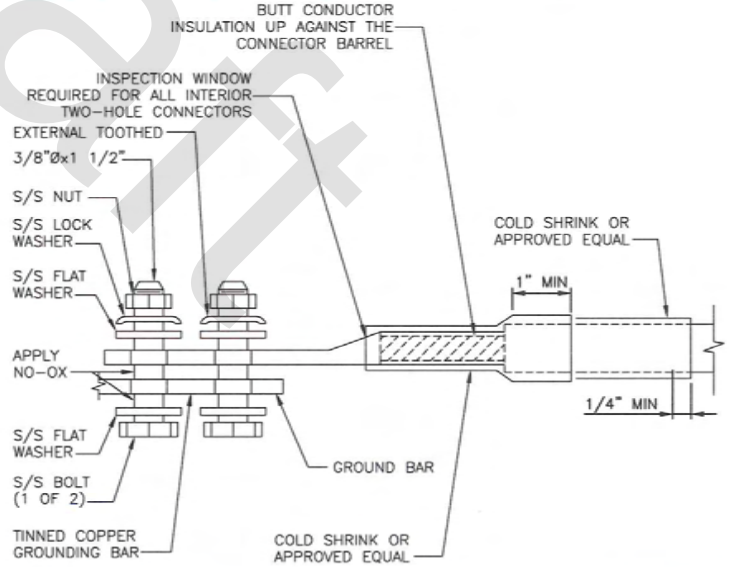
HIGH CAP ANTENNA & RRUs | NO SCALE | A



NOTES

1. APPLY NO-OX TO LUG AND BAR CONTACT SURFACE. DO NOT COAT INLINE LUG.
2. IF STOLEN GROUND BARS ARE ENCOUNTERED, CONTACT SPRINT CM FOR REPLACEMENT THREADED ROD KIT.

INSTALLATION OF GROUNDING CONDUCTOR TO GROUNDING BAR | NO SCALE | B



TWO HOLE LUG | NO SCALE | B

GROUNDING PLAN

PLANS PREPARED FOR:

Sprint
6580 Sprint Parkway
Overland Park, Kansas 66251

PLANS PREPARED BY:

LANDTECH
Professional Surveying & Engineering
PO Box 193, 1275 McGregor Way, Grawn, MI 49637
ph: 231-943-0050 web: www.landtechpa.com

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MLA PARTNER:

ENGINEERING LICENSE:

STATE OF MISSOURI
MATTHEW C. MOSHIER
NUMBER PE-2004019911
PROFESSIONAL ENGINEER

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REVISIONS:

DESCRIPTION	DATE	BY	REV
PRELIMINARY DRAWINGS	04/10/15	RJH	0
AZIMUTH CORRECTION	04/23/15	RJH	1
EQUIPMENT LIST & MISC.	10/01/15	RJH	2
SHOW RRUS	03/03/16	RJH	3

SITE NAME:

ARROWHEAD WATER TANK

SITE CASCADE:

ST03XC080

SITE ADDRESS:

17 CERMACK ROAD
ST. PETERS, MO 63376
ST. LOUIS COUNTY

SHEET DESCRIPTION:

GROUNDING & ELECTRICAL PLAN

SHEET NUMBER:

E-1

LANDTECH PROJECT #: 1539027

Draft

EXHIBIT "C"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

Draft

MEMORANDUM OF PCS SITE LEASE AGREEMENT

This Memorandum of PCS Site Lease Agreement (this "Memorandum") is made and entered into as of the ____ day of April, 2016, by and between Sprint Spectrum L.P., a Delaware limited partnership ("Grantee"), and the City of St. Peters, Missouri, a municipal corporation ("Grantor").

1. Grantor and Grantee have entered into that certain PCS Site Lease Agreement [Existing Tower] dated August 26, 1996 (the "Original Lease") for the purpose of Grantee installing, constructing, inspecting, operating, maintaining and repairing, among other things, certain facilities to provide wireless communication services, all of which terms, provisions, agreements and restrictions are set forth in the Original Lease (the "Permitted Use"). The parties caused to be recorded a Memorandum of Lease with respect to such Original Lease, which was recorded with the Office of Recorder of Deeds, County of St. Charles, State of Missouri, in Book 1885, Page 4 on October 25, 1996.

2. The Original Lease has been superseded by that certain PCS Site Lease Agreement dated on or about the date hereof (the "New Lease").

3. The term of the Original Lease, ran from October 25, 1996 to October 24, 2016. The initial term of the New Lease is for five (5) years beginning on October 25, 2016, and ending on October 24, 2021, with two (2), five (5) year renewal terms, unless earlier terminated under the terms of the New Lease.

4. Grantor is leasing to Grantee a portion of the real property described on Exhibit A annexed hereto.

MM

5. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the New Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the New Lease, the provisions of the New Lease, shall control. The New Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, subject to the provisions of the New Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

SEAL

Sprint Spectrum L.P.

By: _____
Michael Mizzell
Manager-Vendor Management

City of St. Peters, Missouri

By: _____
William P. Charnisky
City Administrator

Draft

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On this _____ day of April, 2016, before me personally appeared WILLIAM P. CHARNISKY, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Aldermen; and said WILLIAM P. CHARNISKY acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

_____
Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this _____ day of April, 2016, before me personally appeared MICHAEL MIZZELL, to me personally known, who, being by me duly sworn, did say that he is the Manager-Vendor Management of Sprint Spectrum L.P., a Delaware limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its general partner; and, said Manager-Vendor Management acknowledged said instrument to be the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

Draft

EXHIBIT A TO MEMORANDUM OF PCS SITE LEASE AGREEMENT

A tract of land in part of U.S. Survey 732, Township 47 North, Range 3 East, St. Charles County, Missouri, and described as follows: Commencing at a point on the Eastern line of Missouri State Highway 79, at its intersection with the Northern line of the Norfolk and Western Railroad Right-of-Way, 100 feet wide; thence along said Eastern Highway line North 11 degrees 36 minutes 11 seconds East, 101.63 feet to a point of curve; thence continuing along said Highway line on a curve to the left having a radius of 2932.32 feet an arc distance of 253.47 feet to a point; thence continuing along said Highway line North 13 degrees 58 minutes 27 seconds East, 103.61 feet to a point; thence continuing along said Highway line on a curve to the left having a radius of 2947.32 feet an arc distance of 200.84 feet to a point, thence leaving said Highway line and running South 87 degrees 50 minutes 40 seconds East, 550.24 feet to the radius point of the circular tract of land herein described; said tract of land having a radius of 60 feet and a circumference of 376.992 feet and containing 11,309.76 square feet (0.260 acres).

Subject to reservations, restrictions, rights of way, easements and covenants of record, if any.

Also an easement for ingress, egress and utility purposes leading from the above described Leased Premises to Kelly Boulevard.

Draft

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

Draft

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4. Grantor is leasing to Grantee a portion of the real property described on Exhibit A annexed hereto.

5. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the New Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the New Lease, the provisions of the New Lease, shall control. The New Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, subject to the provisions of the New Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

SEAL

Sprint Spectrum L.P.

By: _____
Michael Mizzell
Manager-Vendor Management

City of St. Peters, Missouri

By: _____
William P. Charnisky
City Administrator

Draft

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

MM

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

_____
Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 16th day of April, 2016, before me personally appeared MICHAEL MIZZELL, to me personally known, who, being by me duly sworn, did say that he is the Manager-Vendor Management of Sprint Spectrum L.P., a Delaware limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its general partner; and, said Manager-Vendor Management acknowledged said instrument to be the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Pamela D. Mahoney
Notary Public

My Commission Expires:

Notary Public
State of Kansas
Pamela D. Mahoney
My Commission Expires 6/1/2018

Draft

MM

EXHIBIT A TO MEMORANDUM OF PCS SITE LEASE AGREEMENT

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Subject to reservations, restrictions, rights of way, easements and covenants of record, if any.

Also an easement for ingress, egress and utility purposes leading from the above described Leased Premises to Kelly Boulevard.

Draft

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF ST. PETERS, MISSOURI.

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

Section 1. The City of St. Peters, Missouri, is hereby authorized to offer at competitive public sale approximately $8,000,000 principal amount of General Obligation Bonds, Series 2016, as described in the Notice of Bond Sale attached hereto as **Exhibit A**.

Section 2. The Director of Finance is hereby authorized and directed to receive bids for the purchase of said Bonds at City Hall, One St. Peters Centre Blvd., in St. Peters, Missouri, until 10:00 a.m., Central Time, on June 23, 2016, upon the terms and conditions set forth in said Notice of Bond Sale, and to deliver all bids so received to the Board of Aldermen at its meeting to be held at 7:00 p.m. on said date, at which meeting the Board of Aldermen shall review such bids and shall award the sale of the Bonds or reject all bids.

Section 3. The Notice of Bond Sale is hereby approved in substantially the form attached hereto as **Exhibit A**, and the Director of Finance is hereby authorized to execute such Notice of Bond Sale, with such changes and additions thereto as such official shall deem necessary or appropriate, and to use such document in connection with the public sale of the Bonds.

Section 4. The Preliminary Official Statement is hereby approved in substantially the form attached hereto as **Exhibit B**, with such changes and additions thereto as the Director of Finance shall deem necessary or appropriate, and the appropriate officers and representatives of the City are hereby authorized to use such document in connection with the public sale of the Bonds.

Section 5. The Director of Finance is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale in a newspaper having general circulation in the City and in the electronic version of *The Bond Buyer*, and by mailing copies of the Notice of Bond Sale and Preliminary Official Statement to such banks and investment banking firms and other financial institutions located in the State of Missouri and elsewhere which might be interested in the purchase of said Bonds.

Section 6. For the purpose of enabling the purchaser of the Bonds (the "Original Purchaser") to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the appropriate officers of the City are hereby authorized, if requested, to provide the Original Purchaser with a letter or certification to the effect that the City deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Original Purchaser to comply with the requirement of such Rule.

Section 7. The City agrees to provide to the Original Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Original Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

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Section 8. The Director of Finance and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of said Bonds.

Section 9. This Resolution shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED by the Board of Aldermen this 26th day of May, 2016.

(SEAL)

_____
As Presiding Officer and as Mayor
Len Pagano, Mayor

ATTEST:

_____
Patricia E. Smith, City Clerk

DRAFT

EXHIBIT A

NOTICE OF BOND SALE

[On file in the office of the City Clerk]

Draft

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT

[On file in the office of the City Clerk]

Draft

Exhibit A

NOTICE OF BOND SALE
$8,000,000*
CITY OF ST. PETERS, MISSOURI
GENERAL OBLIGATION BONDS, SERIES 2016

Bids to be Accepted

Bids for the purchase of $8,000,000* principal amount of General Obligation Bonds, Series 2016 (the "Bonds"), of the City of St. Peters, Missouri (the "City"), will be received by the Director of Finance on behalf of the Board of Aldermen at the St. Peters City Hall, One St. Peters Center Blvd., St. Peters, Missouri 63376 until 10:00 o'clock a.m., Central Time, on Thursday,

June 23, 2016

All bids will be publicly opened and read at said time and place and the award of the Bonds will be acted upon at a meeting of the Board of Aldermen to be held at 7:00 o'clock p.m. on said date.

Terms of Bonds

The Bonds will consist of fully-registered bonds in the denomination of $5,000 or any integral multiple thereof. The Bonds will be dated as of the date of original issuance and delivery, which is expected to be July 5, 2016 (and should be considered to be the dated date for purposes of the bid), and will mature serially in the amounts and on the dates as set forth below, subject to adjustment as described under the section "Adjustment of Principal":

Maturity March 1	Principal Amount*	Maturity March 1	Principal Amount*
2017	$280,000	2027	$ 400,000
2018	320,000	2028	410,000
2019	330,000	2029	420,000
2020	335,000	2030	435,000
2021	340,000	2031	445,000
2022	350,000	2032	460,000
2023	360,000	2033	475,000
2024	365,000	2034	490,000
2025	375,000	2035	505,000
2026	385,000	2036	520,000

The Bonds will bear interest from their date at the rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1, commencing on March 1, 2017.

Place of Payment

Interest on the Bonds will be payable to the holders of record at the close of business on the 15th day (whether or not a Business Day) of the calendar month preceding each Payment Date. So long as DTC or its nominee, Cede & Co., is the Bondowner, such payments will be made by UMB Bank, N.A., Kansas City, Missouri, as paying agent and bond registrar (the "Paying Agent") directly to such Bondowner. Disbursement of such payments to the DTC Participants is the responsibility of DTC. Distribution of such payments to the Beneficial Owners is the responsibility of the DTC Participants and Indirect Participants, as more fully described in "APPENDIX B - BOOK-ENTRY ONLY SYSTEM" in the Preliminary Official Statement.

* Subject to Change

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Authority, Purpose and Security

The Bonds are authorized pursuant to the Constitution and statutes of the State of Missouri and an ordinance expected to be adopted by the City on June 23, 2016 (the "Bond Ordinance).

The Bonds will fund construction/reconstruction of several regional stormwater detention basins and several creek bank stabilization projects. In addition, the Bonds will fund engineering design of additional projects related to pollution control, storm water management and creek bank stabilization.

The Bonds are general obligations of the City, and the full faith, credit and resources of the City have been irrevocably pledged to the payment of the principal of and interest on the Bonds. The principal of and interest on the Bonds are payable from ad valorem taxes that may be levied without limitation as to rate or amount on all taxable, tangible property within the City.

Redemption

The Bonds maturing on and after March 1, 2026 are subject to redemption and payment prior to maturity, at the option of the City, on March 1, 2025, and thereafter, in whole or in part on any date at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of maturity as shall be determined by the City, and Bonds of less than a full maturity shall be selected by the Paying Agent in $5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

In the event the City elects to exercise its option to redeem Bonds pursuant to the Bond Ordinance, written notice shall be given by first class mail to the State Auditor of Missouri and to each registered owner of the Bonds to be redeemed at least 30 days but not more than 60 days prior to the redemption date.

Submission of Bids

Bids may be submitted as follows: (i) mailed or delivered in person, (ii) electronically via **PARITY®**, or (iii) by facsimile transmission to (636) 926-2047, as further described below:

Bids Mailed or Delivered in Person. Bids may be submitted on Bid Forms in sealed envelopes marked "Proposal for the Purchase of Bonds" by mail or delivered in person addressed to Ms. Beth French, Director of Finance, St. Peters City Hall, One St. Peters Center Blvd., St. Peters, Missouri 63376 until 10:00 o'clock a.m., Central Time, on June 23, 2016.

Bids Submitted Electronically Via PARITY®. Bids may be submitted via **PARITY®** in accordance with this Notice of Bond Sale, until 10:00 o'clock a.m. Central Time, on June 23, 2016. To the extent any instructions or directions set forth in **PARITY®** conflict with this Notice of Bond Sale, the terms of this Notice of Bond Sale shall control. Further information about the electronic bidding services of **PARITY®** may be obtained from Parity at (212) 849-5021. Bidders are encouraged to obtain a Bid Form that may be submitted by facsimile transmission as described below in the event of a malfunction in the electronic bidding process.

Bids Submitted by Fax. Bids may be submitted on Bid Forms by facsimile transmission to (636) 926-2047 until 10:00 o'clock a.m. Central Time, on June 23, 2016.

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Adjustment of Principal

A bidder may designate as term bonds any consecutive maturities of Bonds currently shown as serial bonds. Any bidder electing to designate term bonds shall specify the current serial bonds by year of maturity which are to comprise a term bond. The final year designated shall be deemed the year of maturity of the term bond. Term bonds shall be subject to mandatory sinking fund redemption by lot in the amounts specified for the serial bonds, at a redemption price of 100% of the principal amount thereof.

The City reserves the right, in its sole discretion on the date of sale, to increase or decrease the principal amount of each maturity of Bonds or, in the case of term bonds, such amounts that are subject to mandatory sinking fund redemption. The aggregate principal amount of the Bonds shall remain at $8,000,000.

If any changes are made to the principal amount of any maturity of Bonds or, in the case of term bonds, any mandatory sinking fund redemption lot, the purchase price will be adjusted to result in the same dollar amount of profit per $1,000 principal amount of bonds based on the Certification of Offering Prices (see "Offering Yields and Certification as to Offering Prices" in this Notice of Bond Sale).

The principal amounts and maturity dates shown on the first page of this Notice of Bond Sale shall be used for purposes of computing the TIC (as hereinafter defined) used for awarding the Bonds.

Conditions of Bids

Proposals will be received on Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: The same rate shall apply to all Bonds of the same maturity. Each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. No interest rate shall exceed 4.5% per annum. No supplemental interest payments will be authorized. Bids must be for all of the Bonds at a purchase price of not less than 100.0% nor greater than 106.0% of the principal amount. Each bidder agrees that, if it is awarded the Bonds, it will provide the City a certificate regarding offering prices of the Bonds as described under the caption "Offering Yields and Certification as to Offering Prices" in this Notice of Bond Sale. Bidders are requested (but not required) to specify the total interest cost (expressed in dollars) and to supply an estimate of the true interest cost (expressed as a rate) for the Bonds to the City as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the City.

Good Faith Deposit

A Good Faith Deposit ("Deposit") in the amount of $160,000 is required. If a check is used, the bid shall be accompanied by a cashier's or certified check drawn on a bank located in the United States of America payable to the order of the City of St. Peters to secure the City from any loss resulting from the failure of the bidder to comply with the terms of its bid. In the alternative, a Deposit in the amount of $160,000 shall be made by the bidder expected to be awarded the Bonds (the "Successful Bidder") by federal wire not later than 2:00 o'clock p.m. Central Time on June 23, 2016, according to wire transfer instructions provided by the City or its Municipal Advisor. In the event the Deposit is not received as provided above, the City may award the Bonds to the bidder submitting the next best bid provided such bidder agrees to such award. If a bid is accepted, the Deposit shall be held by the City until the Successful Bidder shall have complied with all of the terms and conditions of this Notice of Bond Sale, at which time the Deposit shall be deducted from the purchase price. If a bid is accepted but the City shall fail to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice of Bond Sale, said Deposit shall be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms

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and conditions of this Notice of Bond Sale, the proceeds of Deposit shall be retained by the City as and for liquidated damages.

Award of the Bonds

If the Bonds are awarded, the award will be to the bidder whose bid will result in the lowest interest cost to the City determined in accordance with the true interest cost ("TIC") method of calculation by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment dates to the date of the Bonds to equal the price bid. In the event that two or more bidders offer bids at the same lowest TIC, the City shall determine by lot which bidder shall be awarded the Bonds. Interest will be computed on a 360-day year basis.

Delivery and Payment

The City will pay for printing the Bonds and will deliver the Bonds to DTC or the Paying Agent as DTC's agent properly prepared, executed and registered, without cost to the Successful Bidder within 30 days after the date of sale at such security depository, bank or trust company as may be specified by the successful bidder. The Successful Bidder will also be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and customary closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity, and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in Federal Reserve funds, immediately available for use by the City.

CUSIP Numbers

CUSIP identification numbers will be assigned to the Bonds, but neither the failure to assign such number to any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Notice of Bond Sale. All expenses in relation to the assignment of CUSIP numbers will be paid by the City.

Rating

Moody's Investors Service has assigned the Bonds a "_____" rating. The rating is described in greater detail in the Preliminary Official Statement under the caption "RATING."

Legal Opinion

The Bonds will be sold subject to the legal opinion of Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel, whose approving legal opinion will be furnished and paid for by the City, and delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion that interest on the Bonds is exempt from income taxation by the State of Missouri and is excludable from gross income of the owners thereof for federal income tax purposes.

The opinion will also state that the Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

The opinion of Bond Counsel is described in greater detail in the Preliminary Official Statement under the caption "TAX MATTERS."

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Offering Yields and Certification as to Offering Prices

At or before 11:00 o'clock a.m. Central Time on June 23, 2016, the bidder, expected to be the Successful Bidder, must provide the initial offering yields and price for each Bond maturity to the City's Municipal Advisor at jhoward@wmfinancialstrategies.com and to the Director of Finance at Bfrench@stpetersmo.net.

In addition, to provide the City with information necessary for compliance with Section 148 of the Code, the Successful Bidder will be required to complete, execute and deliver to Bond Counsel within 24 hours after the award of the Bonds, a certificate regarding the "issue price" of the Bonds (as defined in Section 148 of the Code), and will require the Successful Bidder to certify that it made a bona fide public offering of the Bonds at the yields and prices provided to the City's Municipal Advisor as described above, and that the Successful Bidder reasonably expected to sell at least 10% of the Bonds of each maturity to the public at such offering yields and prices. The term "public" excludes bond houses, brokers or similar persons, or organization acting in the capacity of underwriters or wholesalers. However, such certificate may indicate that the Successful Bidder will not reoffer the Bonds for sale.

Official Statement

The City has prepared a Preliminary Official Statement dated May 26, 2016, copies of which may be obtained from the undersigned or from the Municipal Advisor. The Preliminary Official Statement has been deemed final by the City as of its date, except for the omission of the information permitted to be omitted under Rule 15c2-12 of the Securities and Exchange Commission. The City agrees to deliver to the Successful Bidder, within seven (7) business days after the award of the Bonds, the final Official Statement in Portable Document Format (PDF) and, upon request, up to 200 printed copies thereof without additional cost. Additional printed copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure Undertaking

The City will agree in the Continuing Disclosure Undertaking to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule") and as described in greater detail in the Preliminary Official Statement under the caption "CONTINUING DISCLOSURE UNDERTAKING" to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA") (i) on or prior to 180 days after the end of each Fiscal Year commencing with the Fiscal Year ended September 30, 2016, audited financial statements for the preceding fiscal year, (ii) on or prior to 180 days after the end of each Fiscal Year commencing with the Fiscal Year ending September 30, 2016, certain annual financial information and operating data, (iii) timely notice of the occurrence of certain events with respect to the Bonds, and (iv) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) and (ii) above.

The Underwriter's obligation to purchase the Bonds shall be conditioned upon its receiving, at or prior to the delivery of the Bonds, the Continuing Disclosure Undertaking evidencing that the City has made the continuing disclosure undertaking set forth above for the benefit of the holders of the Bonds.

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Additional Information

Additional information regarding the Bonds may be obtained from the undersigned at (636) 477-6600 Ext. 1247 or from the City's Municipal Advisor, Ms. Joy A. Howard, WM Financial Strategies, 11710 Administration Drive, Suite 7, St. Louis, Missouri 63146, (314) 423-2122.

Dated May 26, 2016.

CITY OF ST. PETERS, MISSOURI

By /S/ Beth French
Director of Finance

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PROPOSAL FOR PURCHASE OF
$8,000,000*
CITY OF ST. PETERS, MISSOURI
GENERAL OBLIGATION BONDS, SERIES 2016

_____, 2016

To: The Honorable Len Pagano
and Board of Aldermen
St. Peters, Missouri

For the $8,000,000* principal amount of General Obligation Bonds, Series 2016 (the "Bonds"), as described in your Notice of Bond Sale dated May 26, 2016, said Bonds to be dated as of the date of original issuance and delivery thereof, which is expected to be July 5, 2016 (and should be considered to be the dated date for purposes of this bid) and to bear interest as follows:

March 1	Principal Amount*	Interest Rate
2017	$280,000	_____%
2018	320,000	_____%
2019	330,000	_____%
2020	335,000	_____%
2021	340,000	_____%
2022	350,000	_____%
2023	360,000	_____%
2024	365,000	_____%
2025	375,000	_____%
2026	385,000	_____%
2027	400,000	_____%
2028	410,000	_____%
2029	420,000	_____%
2030	435,000	_____%
2031	445,000	_____%
2032	460,000	_____%
2033	475,000	_____%
2034	490,000	_____%
2035	505,000	_____%
2036	520,000	_____%

As provided in the Notice of Bond Sale, the undersigned hereby designates the following maturities of Bonds, as shown above, as term bonds:

Term Bonds Maturing in Years

First Year	_____	Last Year	_____
First Year	_____	Last Year	_____
First Year	_____	Last Year	_____

Note: Last year to be maturity for term bonds.

* Subject to change as provided in the Notice of Bond Sale.

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The undersigned will pay a purchase price equal to the amount stated below (which is not less than $8,000,000 nor greater than $8,480,000).

Purchase Price $_____

The following computations are for information purposes and are not part of this bid.

Total interest on the Bonds calculated
to maturity at the rates specified ..... $ _____

Premium (if any)..... $ _____

True Interest Cost ..... _____%

This proposal is subject to all terms and conditions contained in the Notice of Bond Sale, and if the undersigned is the successful bidder, the undersigned will comply with all of the provisions contained in said Notice.

Submitted By:

_____ _____

_____ _____

_____ _____

ACCEPTANCE

Pursuant to action duly taken by the Board of Aldermen of the City of St. Peters, Missouri, the above proposal is hereby accepted this ___ day of _____, 2016.

City of St. Peters, Missouri

By: _____
Mayor

Return of Good Faith Deposit check acknowledged

By: _____
Name

_____
Bidding Institution

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Exhibit B

PRELIMINARY OFFICIAL STATEMENT DATED MAY 26, 2016

New Issue **Moody's Rating: _____**

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, (2) the interest on the Bonds is exempt from income taxation by the State of Missouri and (3) the Bonds have ***not*** *been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "****TAX MATTERS****" in this Official Statement.*

$8,000,000*
CITY OF ST. PETERS, MISSOURI
GENERAL OBLIGATION BONDS, SERIES 2016

Dated: Date of Original Issuance **Due: March 1, in years shown below**

The Bonds will be issued as fully-registered bonds, without coupons, as herein described, and, when issued, will be registered in the name of Cede & Co., as Bondowner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry only form. The Bonds will be issued in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. See "APPENDIX B - BOOK-ENTRY ONLY SYSTEM" herein.

Interest on the Bonds will be payable semiannually on March 1 and September 1, commencing March 1, 2017. So long as DTC or its nominee, Cede & Co., is the Bondowner, such payments will be made by UMB Bank, N.A., Kansas City, Missouri, as paying agent and bond registrar (the "Paying Agent") directly to such Bondowner in whose name each Bond is registered on the fifteenth day of the month next preceding each interest payment date (the "Record Date"). Disbursement of such payments to the DTC Participants is the responsibility of DTC. Distribution of such payments to the Beneficial Owners is the responsibility of the DTC Participants and Indirect Participants, as more fully described herein.

The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri and an ordinance expected to be adopted by the City on June 23, 2016. The Bonds will constitute valid and legally binding general obligations of the City payable both as to principal and interest from ad valorem taxes to be levied upon all the taxable, tangible property within the territorial limits of the City without limitation as to rate or amount.

MATURITY SCHEDULE*

Year	Amount	Rate	Price	Year	Amount	Rate	Price
2017	$280,000	%	%	2027	$400,000	%	%
2018	320,000			2028	410,000		
2019	330,000			2029	420,000		
2020	335,000			2030	435,000		
2021	340,000			2031	445,000		
2022	350,000			2032	460,000		
2023	360,000			2033	475,000		
2024	365,000			2034	490,000		
2025	375,000			2035	505,000		
2026	385,000			2036	520,000		

The Bonds are offered when, as, and if issued and received by the Underwriter, subject to receipt of an approving opinion of Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel. It is expected that the Bonds in definitive form will be available for delivery at The Depository Trust Company in New York, New York on or about July 5, 2016.

This Official Statement is dated _____.

*** Subject to change as provided in the Notice of Bond Sale. See the caption "Adjustment of Principal."**

This Preliminary Official Statement and the information contained herein is subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the soliciation of any offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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No dealer, broker, salesman, or other person has been authorized by the City, the Municipal Advisor, or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the Municipal Advisor, or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale.

The information set forth herein has been furnished by the City and from other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the Municipal Advisor or the Underwriter. This Official Statement is not to be construed as a contract or agreement between the City or the Underwriter and the purchasers or owner of any of the Bonds. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of the Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

This Official Statement is in a form deemed final by the City for purposes of Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, except for certain information to be omitted pursuant to Rule 15c2-12(B)(1).

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CITY OF ST. PETERS, MISSOURI

MAYOR

Len Pagano

ALDERMEN

Dave Thomas, Ward 1
Jerry Hollingsworth, Ward 2
Michael Shea, Ward 3
Don Aytes, Ward 4

John Reitmeyer, Ward 1
Judy Bateman, Ward 2
Terri Violet, Ward 3
Patrick Barclay, Ward 4

CITY ADMINISTRATOR*

William P. Charnisky

DIRECTOR OF FINANCE

Beth French

COUNSEL TO THE CITY

Hamilton Weber LLC
St. Charles, Missouri

BOND COUNSEL

Gilmore & Bell, P.C.
St. Louis, Missouri

MUNICIPAL ADVISOR

WM Financial Strategies
St. Louis, Missouri

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* A new City Adminstrator will be replacing the current retiring City Administrator on July 29, 2016.

SUMMARY STATEMENT

This Summary Statement is provided for the convenience of potential investors and is expressly qualified by the entire Official Statement, which should be reviewed in its entirety by potential investors.

Issuer:	City of St. Peters, Missouri.
Issue:	The Bonds consist of $8,000,000* of General Obligation Bonds, Series 2016.
Dated Date and Delivery:	The Bonds are dated as of the date of original issuance and delivery which is expected to be on or about July 5, 2016.
Interest Due:	Interest on the Bonds will be payable on March 1 and September 1, commencing March 1, 2017.
Principal Due:	Principal will be due annually on March 1 in the years and in the amounts shown on the cover page of the Official Statement.
Redemption:	The Bonds maturing on and after March 1, 2026 are subject to redemption and payment prior to maturity at the option of the City on March 1, 2025 and thereafter, in whole or in part on any date, at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.
Authorization:	The Bonds are authorized pursuant to the Constitution and statutes of the State of Missouri and an ordinance expected to be adopted by the City on June 23, 2016.
Security:	The Bonds are general obligations of the City, and the full faith, credit and resources of the City have been irrevocably pledged to the payment of the principal of and interest of the Bonds. On August 7, 2012, the City approved an additional .4% Parks and Stormwater Sales Tax to an existing .1% Parks and Stormwater Sales Tax. Although the revenues of the Parks and Stormwater Sales Tax are not pledged to the payment of the Bonds, the City currently intends to budget and appropriate such revenues to make debt service payments on the Bonds.
Rating:	The Bonds are rated "_____" by Moody's Investors Service.
Purpose:	Proceeds from the Bonds will be used to finance stormwater projects as further described under the caption "THE PROJECT."
Paying Agent:	UMB Bank, N.A., Kansas City, Missouri.

* Subject to Change

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OFFICIAL STATEMENT
Relating to
$8,000,000*
CITY OF ST. PETERS, MISSOURI
GENERAL OBLIGATION BONDS, SERIES 2016

INTRODUCTION

This Official Statement, including the cover page and the Appendices hereto, is provided by the City of St. Peters, Missouri (the "City") to furnish information in connection with its issuance of $8,000,000* principal amount of General Obligation Bonds, Series 2016 (the "Bonds").

The Bonds represents the fourth series of $40,000,000 of bonds authorized at an election held on August 3, 2010, by a vote of 5,645 in favor of to 1,991 against the issuance of bonds.

The Bonds are general obligations of the City, and the full faith, credit and resources of the City have been irrevocably pledged to the payment of the principal of and interest on the Bonds. The principal of and interest on the Bonds are payable from ad valorem taxes which may be levied on all taxable, tangible property within the City, without limitation as to rate or amount. Although the Bonds are general obligations of the City, the City expects to make debt service payments from its .5% Parks and Storm Water Sales Tax. Additional information regarding the City's Parks and Storm Water Sales Tax and other revenues can be found hereinafter under the caption "SOURCES OF REVENUES".

Brief descriptions of the Bonds, the Project, and the City are included in this Official Statement. Such descriptions and summaries do not purport to be comprehensive or definitive. All references herein to the Bond Ordinance (as defined below) and any other documents are qualified in their entirety by reference to such documents, and references herein to the Bonds are qualified in their entirety by reference to the form thereof included in the Bond Ordinance.

THE BONDS

Authority

The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, including particularly Article VI, Section 26 of the Missouri Constitution and Chapter 108 of the Missouri Revised Statutes (the "Missouri Revised Statutes") and an ordinance expected to be adopted by the City on June 23, 2016 (the "Bond Ordinance").

Redemption

The Bonds maturing on and after March 1, 2026 are subject to redemption and payment prior to maturity at the option of the City on March 1, 2025 and thereafter, in whole or in part on any date, at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of maturity as shall be determined by the City, and Bonds of less than a full maturity shall be selected by the Paying Agent in $5,000 units of principal amount by lot or such other equitable manner as the Paying Agent may determine.

In the event the City elects to exercise its option to redeem Bonds pursuant to the Bond Ordinance, written notice shall be given by first class mail to the State Auditor and the registered owners of the Bonds to be redeemed at least 30 days but not more than 60 days prior to the redemption date.

* Subject to Change

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Security for the Bonds

The Bonds are general obligations of the City, and the full faith, credit and resources of the City have been irrevocably pledged to the payment of the principal of and interest of the Bonds. The principal of and interest on the Bonds are payable from ad valorem taxes which may be levied on all taxable tangible property, real and personal, within the City, without limitation as to rate or amount. Said levy shall be in addition to and exclusive of all other taxes authorized to be levied by the City.

Description

The Bonds will be issued as non-certificated fully-registered bonds, and, when issued, will be registered in the name of Cede & Co., as Bondowner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry only form. The Bonds will be issued in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. See "APPENDIX B - BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are dated as of the date of original issuance and delivery and will mature on March 1 in each of the years and in the amounts shown on the cover page of this Official Statement. Interest on the Bonds will be payable semiannually on March 1 and September 1, commencing on March 1, 2017.

The principal or redemption price of the Bonds shall be paid at maturity or upon earlier redemption by check or draft to the person in whose name the Bond is registered at the maturity or redemption date thereof upon presentation and surrender of the Bond at the principal corporate trust office of Paying Agent or such other office as the Paying Agent shall designate. The interest payable on the Bonds on any interest payment date shall be paid to the person in whose name the Bond is registered on the registration books maintained by the Paying Agent (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to (i) the Registered Owner of all Bonds or (ii) any Registered Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Owner, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

So long as DTC or its nominee, Cede & Co., is the Bondowner, such payments will be made by the Paying Agent, directly to such Bondowner. Disbursement of such payments to the DTC Participants is the responsibility of DTC. Distribution of such payments to the Beneficial Owners is the responsibility of the DTC Participants and Indirect Participants, as more fully described in the Official Statement under the caption "APPENDIX B - BOOK-ENTRY ONLY SYSTEM."

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THE CITY

Government

The City is a fourth-class city. The governing body of the City is the Board of Aldermen, which is comprised of eight aldermen and a mayor. Two aldermen are elected from each of the City's four wards to serve four-year terms.

The Mayor, elected at large to serve a four-year term, is the presiding officer of the Board of Aldermen. The Mayor may vote in the event of a tie vote by the Board of Aldermen. Additionally, the Mayor has veto power.

A city administrator is appointed by the Mayor with the advice and consent of the Board of Aldermen. The city administrator is the chief assistant to the Mayor and is responsible for the day-to-day management of the City's business and staff. The city administrator is also responsible for the employment and discharge of City employees under policies established by the Board of Aldermen.

City functions are divided among 6 groups: Staff Support Services, Health and Environmental Services, Municipal Police Services, Transportation and Development Services, Parks and Recreation Services, and Water Environment Services. These groups are further divided into departments. The Communications Department publishes a newspaper on City business and events, providing voter registration information, and assisting civic and volunteer organizations. In addition, this department operates a cable television channel which airs public service announcements, weather, City and governmental activities, Board of Aldermen meetings and documentaries.

The City has several advisory boards and committees composed of citizens appointed by the Mayor with the advice and consent of the Board of Aldermen. The advisory boards and committees include, among others, Tax Increment Financing Commission, Personnel Review Board, St. Peters Green Team, Senior Advisory Committee, Veterans Memorial Commission, Outpatient Surgical Treatment Center Medical Review Board, Health and Wellness Advisory Committee, and the Parks, Recreation, and Arts Advisory Board. In addition, the Mayor with the advice and consent of the Board of Aldermen appoints citizens to other boards and commissions which have responsibility for governmental functions relating to zoning and building codes. These boards and commissions are the Planning and Zoning Commission, the Board of Adjustment, and the Board of Appeals.

Employees

The City has approximately 405 full-time and 353 part-time and seasonal employees. None of the City employees are represented by a union.

Community Services

Communications and Media

Telecommunication services are provided by AT&T, Verizon and Charter Communications. City residents receive all St. Louis television channels and are within listening distance of approximately 60 radio stations. There are two major newspapers circulated in the County: the *St. Peters Journal* and the *St. Louis Post-Dispatch*. Television service is provided by Charter Communications, Inc., AT&T, Dish Network and Direct TV.

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The St. Charles City-County Library District (the "Library") operates its main library in the City. This special service district is governed by a board of trustees and operated with a separate tax levy. In 2012, the main library was replaced with a new two-story 54,700 square foot facility that includes 13 meeting rooms, computer access and a reading room. The Library has over 800,000 books, 60,000 audios, 53,000 videos and DVDs, and 200 on-line electronic resources.

Fire Protection

Fire protection is provided by fire protection districts that are independent of the City, with each district having its own elected or appointed officials, budgets, and powers of taxation. The majority of the City and surrounding unincorporated areas are served by Central County Fire & Rescue District that was formed through a 1998 consolidation of the St. Peters Fire Protection District and the St. Charles Fire Protection District. A small portion of St. Peters is served by the Cottleville Fire Protection District.

Police Protection

Municipal Police Services, a department of the City, has 86 full-time officers and 5 full-time rangers and provides police protection throughout the corporate limits of the City. The Municipal Police Services sponsors several community service programs including the D.A.R.E. drug program, Neighborhood Watch, Mall Watch, Business Watch, Bicycle Safety Rodeos, Special Olympics, and other programs designed to reduce crime.

Recreation Activities

The City owns and operates 21 parks covering approximately 1,284 acres and an 18-hole municipal golf course. Facilities available at City parks include numerous ball fields, tennis courts, 1 outdoor swimming pool, hiking trails, playground equipment and picnicking facilities.

The City owns a 124,000 square foot recreation complex known as the Rec-Plex. The Rec-Plex includes:

- An Olympic-sized natatorium, which is a competition-style swimming and diving pool built to Olympic standards with a separate leisure pool,
- A National Hockey League regulation size indoor ice rink,
- A gymnasium with an elevated running track,
- Rooms for weight training, dance/aerobics, and other leisure activities, and
- A food court with an observatory.

Adjacent to Rec-Plex is Rec-Plex South. Rec-Plex South was constructed in 2006 and houses two ice sheets, a double gymnasium, a multi-purpose room/gymnasium, a concession facility and locker rooms.

In connection with the construction of a levee for the St. Peters Route 370 Redevelopment Area, the City constructed a 140-acre lake within a 300-acre park. The park includes a beach, hiking and biking trails, and facilities for camping, boating and fishing, a dog park and an archery range.

The City also operates a cultural arts center within City Hall that attracts visitors from throughout the St. Louis metropolitan area. In addition to monthly exhibits, the center conducts a variety of visual and performing art classes available to residents throughout the County. The center contains numerous dual purpose classrooms and gallery spaces designed for monthly exhibitions, special performances, workshops and meetings. The center contains an auditorium that hosts plays and

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musical performances. The center hosts thematic competition art shows for local artists and ongoing classes in painting, clay, and drawing.

The City has a Senior Center that offers planned activities and seminars.

Solid Waste Collection

The State of Missouri Solid Waste Management Law requires cities with a population over 500 to develop, adopt and implement a solid waste management plan to ensure that all solid wastes in a community are stored, collected, transported and disposed of properly. The City began solid waste collection in November 1990 and presently serves approximately 19,020 single family residential customers, including approximately 1,327 customers outside the City limits including collections for the City of Cottleville. During the 1999 Fiscal Year, the City began multi-family collection and competes with private haulers for commercial customers.

The City owns a materials recycling facility. City residents are encouraged to participate in recycling by separating regular wastes from items that are recyclable. Recyclables are collected at curbside and are then separated into salable commodities at the recycling facility. The City also collects specific recyclable commodities (such as cardboard) that can be sold directly to various recycling companies.

Medical

Within the City is the Barnes-Jewish St. Peters Hospital (the "Hospital"). Facilities at the Hospital include, among others, a medical/surgical unit, an emergency department, an intensive care unit, a cardiopulmonary department, a physical medicine department, a radiology department, a full service laboratory, a stress and chemical dependency unit and a cancer center. The Hospital recently completed a phased expansion that increased the number of beds (now 127) and added an 18,000 square foot medical office building to the campus. In addition to the Hospital, numerous dentists, chiropractors and doctors provide medical services from offices and clinics located in the City. The health care needs of the elderly are provided by several long-term care facilities located in the City.

Emergency medical transport services are provided by the St. Charles County Ambulance District, based in St. Peters. The District is a tax-supported governmental body.

Education

Primary and secondary education within the City are provided by three public school districts: Fort Zumwalt, Francis Howell and St. Charles. The districts own and operate 33 elementary schools, 11 middle schools and 9 senior high schools. There are also several private schools serving grades K-12 in easy commuting distance of the City.

Higher education is provided by the St. Charles Community College, located in Cottleville adjacent to the City, and by Lindenwood University, located in the County approximately 7 miles from the City. In addition, numerous institutions of higher education located in the St. Louis metropolitan area are easily accessible to City residents including Saint Louis University, Washington University and the University of Missouri-St. Louis.

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Economic and Demographic Data

Transportation

The City is traversed by Interstate 70 which provides direct access to St. Louis, approximately 20 miles east of the City, and to Kansas City, approximately 220 miles west of the City. Routes 370 and 364 provide direct access to St. Louis County and Interstate 270 from the North and South sides of the City, respectively.

Regularly scheduled air passenger and freight service is available at Lambert-St. Louis International Airport located approximately 12 miles east of the City on Interstate 70. Commercial air service is available at Smartt Field Airport, a public airport operated by the County. Barge service is available on the Mississippi River located approximately 5 miles from St. Peters. The City is served by two railroads: the Norfolk & Southern and the Burlington-Northern, and three common-carrier truck lines.

Population

Since 1980, the City's population has more than tripled. The following table sets forth population statistics for the City:

Year	Population
1970	486
1980	15,700
1990	42,747
2000	51,381
2010	52,575
2014	56,076

Source: Official Census Counts of the United States Department of Commerce, Bureau of Census except for 2014, which is an unofficial estimate of the Bureau of Census.

Economy

The City's diversified economy and commercial growth is attributable to its transportation network, central location in the United States, and expanding resources of labor and materials. Residential growth has been considerable as an outgrowth of expanded employment opportunities in the area. At the same time, the City continues to grow as a suburban community.

The City currently has approximately 2,245 business establishments. There are several major shopping corridors in St. Peters and the City serves as a shopping hub to surrounding communities located throughout the County. The City's retail service area encompasses an estimated 30 mile radius with a population of approximately 360,000 in the 10 mile radius immediately surrounding the City.

The largest shopping center in the City, Mid Rivers Mall (the "Mall"), is also the largest shopping center in the County. The Mall opened in 1987. The Mall contains approximately 1,000,000 square feet with approximately 120 stores including the following anchors: J.C. Penney, Sears, Macy's and Dillards.

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Major Employers

The following table sets forth information regarding the largest employers located within the City, based on the number of full-time or full-time equivalent employees:

Name	Product or Service	Number of Employees
Barnes-Jewish St. Peters Hospital	Health Care	970
Fort Zumwalt School District R-II	Education	709
City of St. Peters	Government	569
Francis Howell School District R-III	Education	308
Dierbergs (2 locations)	Grocery Stores	265
Wal-Mart	Retail Sales	263
Schnucks	Grocery Store	256
Boone Center Inc.	Packaging Business for Disabled	210
RB Manufacturing (formerly Reckett & Benckiser)	Air Fresheners & Chemicals	200
Alpha Inc.	Plastic Packaging	185
St. Charles County Ambulance District	Ambulance Services	180

Source: City's 2015 Comprehensive Annual Financial Report and other sources believed to be reliable.

Employment

According to the United States Bureau of Census, 2010-2014 American Community Survey 5-Year Estimates, the City's civilian labor force was 31,666. The total number of people that were unemployed was 2,014 which was an unemployment rate of 6.4%.

Building and Construction Data

The following table sets forth the number of units and value of building permits issued by the City for the fiscal years ended September 30, 2011 through 2015:

	Residential		Commercial		
Fiscal Year	Number of Units	Value	Number of Units	Value	Total Value[1]
2011	347	$33,762,198	7	$ 7,200,340	$ 40,962,538
2012	238	33,809,533	19	23,038,108	56,847,641
2013	526	70,304,798	11	15,211,039	85,515,837
2014	274	90,142,303	13	17,543,967	107,686,270
2015	176	47,800,120	15	37,933,869	85,733,989

(1) Excludes tenant finishes and permits for miscellaneous purposes.

Source: City's 2015 Comprehensive Annual Financial Report .

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Housing

The following table sets forth statistics relating to housing for the City and, for comparative purposes, the County, St. Louis MSA, and the State of Missouri:

	Median Value of Owner Occupied Housing	% Built in 2000 or Later	Units Built Before 1940
The City	$168,100	17.3%	1.0%
Other Entities:			
St. Charles County	188,100	28.3	2.7
St. Louis MSA	156,900	13.0	16.7
State of Missouri	136,700	15.2	14.3

Source: U.S. Bureau of Census, 2010-2014 American Community Survey, 5 year estimates.

Income

The following table sets forth certain income statistics for the City and, for comparative purposes, the County, St. Louis MSA, and the State of Missouri:

	Per Capita Income In 2014 Dollars	Median Family Income In 2014 Dollars	% People Below Poverty Level
The City	$32,380	$85,677	3.7%
Other Entities:			
St. Charles County	32,473	85,401	6.1
St. Louis MSA	30,024	70,470	13.2
State of Missouri	26,006	60,414	15.6

Source: U.S. Bureau of Census, 2010-2014 American Community Survey, 5 year estimates.

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THE CITY'S FINANCES

Accounting and Reporting Practices

Since 1992 (Fiscal Year ending September 30, 1991), the City has been awarded the Government Finance Officers Association's ("GFOA") Certificate of Achievement for Excellence in Financial Reporting for its Comprehensive Annual Financial Report. In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report, the content of which must conform to GFOA's program standards. The report must also satisfy both generally accepted accounting principles and applicable legal requirements.

The accounts of the City are organized on the basis of funds and account groups, in conformance with generally accepted accounting principles applicable to governments. Government-wide financial statements reflect the accrual basis of accounting, governmental funds use the modified accrual basis of accounting and proprietary funds use the accrual basis of accounting.

The City operates on a fiscal year commencing October 1 of each year and ending on September 30 of the following calendar year (the "Fiscal Year").

The Board of Aldermen annually engages an independent certified public accountant for the purpose of performing an audit of the books of account, financial records, and transactions of the City.

Investments

The City has a comprehensive investment policy. The City's investment policy is to minimize credit and market risks while maintaining a competitive yield on its portfolio. The City's practice has been to invest in demand deposits, savings accounts, certificates of deposit, obligations of the United States Treasury and repurchase agreements. Most of the City's investments are in instruments that have a maturity of less than one year to insure that surplus funds are available in the event the Board of Aldermen elects to appropriate such monies. All City deposits and investments are insured by federal depository insurance, collateralized or are secured by an irrevocable standby letter of credit issued by a Federal Home Loan Bank. The City's primary investment risk is "Reinvestment Risk." This is the risk that the City's short-term investments may be reinvested at lower yields upon maturity.

Budget Process

The City Administrator prepares an annual budget for the ensuing fiscal year. The budget is based upon information provided by the various City departments and employees. After a proposed budget is prepared, it is submitted to the Board of Aldermen for review. The Board of Aldermen may revise, alter, increase or decrease the items contained in the proposed budget, provided that total authorized expenditures from any fund do not exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year. The budget is legally enacted by ordinance following public hearings on the proposed budget.

Pursuant to the Missouri Revised Statutes, the annual budget must present a complete financial plan for the ensuing fiscal year, and must include at least the following information:

(1) A budget message describing the important features of the budget and major changes from the preceding year;

(2) Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two years next preceding, itemized by year, fund, and source;

(3) Proposed expenditures for each department, office, commission, and other classifications for the budget year, together with a comparative statement of actual or estimated expenditures for the two years next preceding, itemized by year, fund, activity and object;

(4) The amount required for the payment of interest, amortization, and redemption charges on debt; and

(5) A general budget summary.

The City Administrator is authorized to transfer part, or all, of any unexpended balance among any departments within a given fund. If it is determined that the original budgeted revenues and expenditures need to be increased or decreased, the Board of Aldermen may, by ordinance, make such changes in budgeted revenues and expenditures so long as the total budgeted expenditures do not exceed the amount of budgeted revenues plus beginning unencumbered fund balance. If it appears probable that revenues available will be insufficient to meet the amount appropriated, the Board of Aldermen may, by ordinance, reduce one or more appropriations.

The following table indicates the City's General Fund revenues, expenditures and changes in fund balance for the fiscal years ended September 30, 2013 through 2015:

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SUMMARY OF GENERAL FUND OPERATIONS
($ in thousands)[1]

	Fiscal Year Ended September 30		
	2013	2014	2015
REVENUES			
Sales Taxes	$12,601	$13,087	$13,712
Property Taxes	6,974	7,074	7,403
Utility Franchise Tax	4,197	4,390	4,548
Cigarette Taxes	189	182	189
Licenses and Permits	1,242	1,535	1,443
Interest	1	1	5
Intergovernmental	3,434	3,530	3,824
Fines and Forfeitures	2,367	1,802	1,799
Charges for Services	684	691	693
Miscellaneous	467	567	506
Total Revenues	32,156	32,859	34,122
CURRENT EXPENDITURES			
General Government	1,568	2,005	1,846
Administration	3,724	4,124	4,156
Police	111,658	11,964	12,379
Municipal Court	414	443	431
Public Works	1,864	1,918	2,109
Engineering	2,082	2,093	2,182
Maintenance	284	347	387
Health	556	618	654
Parks and Recreation	5,265	4,667	4,893
Communications	855	823	921
Community and Arts	185	185	213
Total	28,455	29,187	30,171
REVENUES OVER CURRENT EXPENDITURES	3,701	3,672	3,951
OTHER FINANCING SOURCES (USES)			
Capital Outlay	(893)	(778)	(695)
Debt Service	(383)	(377)	(376)
Net Transfers[2]	200	(768)	(1,070)
Proceeds from Sale of Capital Assets	159	86	65
Proceeds on Issuance of Debt	1,700	—	—
Payment to Escrow Agent	(1,700)	—	—
Total Other Financing Sources (Uses)	(917)	(1,837)	(2,076)
REVENUES OVER EXPENDITURES AND OTHER FINANCING USES	2,784	1,835	1,875
FUND BALANCE Beginning of Year	4,723	7,507	9,342
FUND BALANCE End of Year	$ 7,507	$ 9,342	$11,217

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Footnotes to Prior Page

(1) Any variance from the City's audited financial statements is due to rounding.

(2) For the 2013 Fiscal Year, transfers in consisted primarily of $1,161,761 that was from the Solid Waste Fund for expenses relating to litigation (now settled) relating to a landfill previously owned by the City and transfers out consisted primarily of $468,000 for the payment of debt service on general obligation bonds, a recurring transfer of the tourism tax to the Recreation Fund which equaled $153,711 and a one-time transfer of $458,581 relating to a refunding of certificates of participation for the 2013 Fiscal Year. Fiscal Year 2014 transfers out included $729,000 for the payment of debt service on general obligation bonds, a recurring transfer of the tourism tax to the Recreation Fund which equaled $123,374 offset by a transfer in from the Capital Project fund of $84,713. Fiscal Year 2015 transfers out included transfers out of $945,000 to the debt service fund for the payment on general obligation bonds and a $125,329 recurring transfer of the tourism tax to the Recreation Fund.

Source: Derived from the City's Comprehensive Financial Reports, September 30, 2013, 2014 and 2015.

Projected 2016 Results

The City's 2016 Fiscal Year ends on September 30, 2016. Based on the City's budget and year-to-date financial results the City expects the General Fund unassigned ending balance to equal approximately $4,000,000 for the 2016 Fiscal Year compared to $6,664,641 for the 2015 Fiscal Year (see APPENDIX A, page A-56). In addition, the City established a "Contingency Reserve" within the General Fund pursuant to the City's reserve fund policy adopted in the 2014 Fiscal Year. The Contingency Reserve was funded in the initial amount of $2,500,000 during the 2014 Fiscal Year. The City deposited an additional $500,000 to the Contingency Reserve during the 2015 Fiscal Year and has budgeted $500,000 for the 2016 Fiscal Year. As a result, the City expects its reserves, that are legally available for any governmental purpose, to equal approximately $7,500,000 at the end of the 2016 Fiscal Year.

The Hancock Amendment

On November 4, 1980, Missouri voters approved an amendment to the Missouri Constitution to limit taxation and governmental spending. The amendment (popularly known as the Hancock Amendment) also limits the rate of increase and the total amount of taxes on property which may be imposed in any year without voter approval. If the assessed valuation of property, excluding the value of new construction and improvements, increases by a larger percentage than the increase in the general price level from the previous year, the maximum authorized current levy applied thereto in each political subdivision must be reduced to yield the same gross revenue from existing property, adjusted for changes in the general price level, as could have been collected at the existing authorized levy on the prior assessed value. The tax levy on the assessed valuation of new construction is exempt from this limitation.

The Hancock Amendment does not apply to taxes imposed for the payment of principal and interest on general obligation bonds.

Tax Increment Financing

General

The City has several Tax Increment Financing (TIF) Areas that were established to provide a funding mechanism to promote and enhance redevelopment of specific areas of the City. Incremental revenues, as described hereinafter, generated within the tax increment financing areas are retained by the City and used for a variety of activities, including demolition and clearance of property and construction of infrastructure improvements as permitted by Missouri statutes.

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Pursuant to the Real Property Tax Increment Allocation Act (the "Act"), cities and counties may implement TIF in order to induce the development of an area which has been lacking growth and development and to eliminate conditions which have caused an area to become a conservation or blighted area as such terms are defined in the Act. TIF provides a source of funds by which a city may pay for redevelopment project costs (as defined by the Act) over a period not longer than twenty three years from the date in which TIF was adopted.

Pursuant to the Act, a city designates TIF by adopting an ordinance approving a Redevelopment Plan and designating a redevelopment area. The certified total assessed valuation of all real property within the redevelopment area, as determined by the Assessor immediately following passage of the ordinance designating the redevelopment area, is considered the initial equalized assessed valuation. By statute, taxes collected by applying the tax rate of all taxing bodies having the power to tax real property in the redevelopment area upon any increase in the equalized assessed valuation over the initial equalized assessed valuation is deposited in a special allocation fund for the redevelopment area. Such incremental taxes are referred to as "Payments in Lieu of Taxes."

In addition, fifty percent (50%) of the total additional revenue from taxes which are imposed by a city or other taxing district and which are generated by economic activities in the redevelopment area over the base amount (the amount in the calendar year prior to adoption of the TIF) of such taxes generated by economic activities within the redevelopment area ("EATS") are deposited in the special allocation fund. Monies in the special allocation fund may be used for payment of redevelopment project costs or for payment of principal and interest on obligations issued to finance such costs. (Payments in Lieu of Taxes together with EATS are referred to collectively herein as "Incremental Revenues.")

The following is a summary of each TIF area within the City:

Description of Redevelopment Areas in St. Peters

St. Peters Route 370 Redevelopment Area. In 1999, the City adopted a Tax Increment Financing Plan (the "Redevelopment Plan"), and pursuant to the Act, designated, by ordinance, a 1,600 acre redevelopment area (the "St. Peters Route 370 Redevelopment Area"). The area was declared a blighted area under the Act having met various criteria. A significant cause for the Area being declared blighted is that the area is in a flood plain. The Redevelopment Plan authorized the City to issue up to $70,000,000 of securities for which incremental TIF revenues could be used for payment of debt service. In furtherance of the objectives of the Redevelopment Plan, the City obtained voter approval to issue $35,000,000 of general obligation bonds for the purpose of acquiring land to be protected by, and for the construction of, a levee. During the 2000 Fiscal Year, the City sold $10,000,000 of general obligation bonds principally to acquire property in the Area and during the 2002 Fiscal Year the City sold bonds principally for engineering costs in connection with designing the levee. In 2004, the City issued general obligation bonds to refund the bonds issued during the 2000 Fiscal Year. During the 2005 Fiscal Year, the City sold $22,500,000 of general obligation bonds to finance the cost of constructing the levee that were subsequently defeased. During the 2006 Fiscal Year, the City sold the land pursuant to a certain Joint Development Agreement, as amended, (the "Development Agreement") with Kaplan Development and Investment Co. its successors and assigns, Lakeside 370, LLC (a company affiliated with Duke Realty Corporation and Gundaker Commercial Group) (the "Developer"), for $49,600,000 in three installments. In addition, under the Development Agreement, as amended, the City agreed to issue up to $17,500,000 of notes to be acquired by the Developer and used for infrastructure improvements including roads and utilities. The notes are to be repaid solely from annually appropriated City funds described in the Development Agreement and generally consisting of 50% of the City's incremental property tax and 50% of its incremental sales taxes derived from the St. Peters Route 370 Redevelopment Area. Pursuant to the Development Agreement the area may include facilities for 5,000,000 square feet for industrial buildings. In addition, the Development Agreement provides for the construction of 3,700,000 square feet for offices and dining/entertainment, retail, hotel/conference, and cultural and recreational facilities.

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The Developer's original projections estimated construction of approximately 5,000,000 square feet of industrial buildings and construction of approximately 4,000,000 square feet of office buildings, flex service buildings, and dining/entertainment, retail, and hotel/conference facilities. Actual development has been slow to materialize as the result of nation-wide economic downturn. In addition, 376 acres of land controlled by Gundaker Commercial was sold at public auction to the St. Peters 370 Levee District, a political subdivision. The St. Peters 370 Levee District recently restructured its debt under Chapter 9 Bankruptcy. In March 2016, in the area controlled by Duke Realty Corporation, construction began on a 715,000 square-foot building to be leased to Reckitt Benckiser LLC for warehousing, custom manufacturing and repackaging operations. The new building is scheduled to be completed in late 2016 or early in 2017.

The initial assessed valuation of the St. Peters Route 370 Redevelopment Area is $148,190 and the 2015 incremental value was $1,530,094.

Old Town Levee Redevelopment Area. In 1996, the City adopted a Tax Increment Financing Plan, and pursuant to the Act, designated, by ordinance, a 725 acre redevelopment area (the "Old Town Levee Redevelopment Area"). The initial assessed valuation of the area was $4,205,440 and the 2015 incremental assessed valuation was $10,524,334. The City may issue up to $8,330,000 of bonds to finance various public improvements including the construction of a 500 year levee. It is the intent of the City that any bonds issued for this project would be supported solely by Incremental Revenues and the issuance of bonds is contingent upon the City's ability to attract private development in the Redevelopment Area.

SOURCES OF REVENUE

General Fund Revenue Sources

The City derives its revenues from a variety of sources. The following list sets forth the primary sources of general fund revenues for the 2015 Fiscal Year:

Revenue Source	Revenues	Percentage of Total Revenues
Sales Tax	$13,711,848	40.19%
Property Tax	7,402,649	21.69
Utility Franchise Tax	4,548,100	13.33
Cigarette Tax	188,601	0.55
Licenses and Permits	1,443,080	4.23
Interest	5,205	0.02
Intergovernmental	3,824,234	11.21
Fines and Forfeitures	1,799,379	5.27
Charges for Services	693,164	2.03
Other Revenues	506,226	1.48
	$34,122,486	100.00%

Source: Audited financial statements of the City.

The following is a summary of some of the more significant revenue sources of the City:

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Property Taxes

Property taxes are levied against the following classifications of property: real property; personal property; railroads; and utilities. For the 2015 Fiscal Year, property taxes represented approximately 21.7% of total general fund revenue. For a more detailed description of property taxes, see the caption "TAXATION" in the Official Statement.

Sales Taxes

A 1% City sales tax for general revenue was authorized by the State Legislature and was imposed following a favorable vote at an election held in 1974. For the 2015 Fiscal Year the sales tax for general revenue represented approximately 40.2% of general fund revenues.

The following table sets forth the general sales tax receipts of the City, other than amounts allocated to Tax Increment Financing (see the caption "FINANCIAL MATTERS – Tax Increment Financing" in the Official Statement) for the fiscal years ended September 30, 2011 through 2015:

Year	Revenue
2011	$11,777,602
2012	12,266,784
2013	12,600,822
2014	13,087,001
2015	13,711,848

Source: Figures derived from audited financial statement of the City.

Utility Franchise

For the 2015 Fiscal Year, the utility franchise tax accounted for approximately 13.3% of general fund revenue. The utility franchise tax is a charge on gross receipts of electric, gas, and cable companies at the rate of 5%.

Intergovernmental Revenue

Intergovernmental revenue includes grants, aid, revenue sharing, and other entitlements from Federal and State government. Annually recurring intergovernmental revenue consists primarily of road and bridge taxes from St. Charles County, Missouri, motor vehicle fuel tax and Missouri motor vehicle sales tax. For the 2015 Fiscal Year, intergovernmental revenue accounted for approximately 11.2% of general fund revenue.

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Other Sales Taxes

Transportation Sales Tax

A .5% sales tax for transportation was authorized in 1982. The transportation sales tax is accounted for in the City's Transportation Trust Fund (a Special Revenue Fund) and is restricted in use to construction, reconstruction, repair, and maintenance of streets, roads and bridges. The following table sets forth the transportation sales tax receipts of the City, other than amounts allocated to Tax Increment Financing (see the caption "FINANCIAL MATTERS – Tax Increment Financing" in the Official Statement) for the fiscal years ended September 30, 2011 through 2015:

Year	Revenue
2011	$5,888,805
2012	6,133,395
2013	6,300,412
2014	6,543,499
2015	6,855,926

Source: Figures derived from audited financial statements of the City.

Park and Stormwater Sales Tax

The Park and Stormwater Sales Tax is a .5% sales tax for parks and stormwater projects. City voters approved a .1% Park and Stormwater Sales Tax in November 2000 and approved an additional .4% Park and Stormwater Sales Tax on August 7, 2012 with collections beginning in January 2013. The tax may be used solely in connection with parks and stormwater projects. The City's intent is to first allocate the Park and Stormwater Sales Tax to payment of debt service on the City's Refunding Certificates of Participation, Series 2010C, the General Obligation Bonds, Series 2014, the General Obligation Bonds, Series 2012, the General Obligation Bonds, Series 2010B Bonds and the Bonds from this tax.

The following table sets forth the Park and Stormwater Sales Tax receipts of the City for the past four fiscal years:

Year	Revenue[1]
2012	$1,213,515
2013	4,420,066
2014	6,487,198
2015	6,784,761

(1) The increase from the 2012 Fiscal Year is primarily attributable to the passage of the additional .4% rate.

Source: Figures derived from audited financial statements of the City.

Recreational Facilities Revenue

The City obtains significant revenues from the operation of recreation facilities that are accounted for in the Recreation Fund. Revenues include annual membership fees, daily admissions, swimming pool rental and programming revenue, ice rink rental and programming revenue, gymnasium and fitness programs, and concessions. As a result of the construction of Rec-Plex South, the City's goal was to reach between 3,500 to 4,000 Rec-Plex memberships. Memberships totaled 2,100 when the Rec-Plex South was opened in the fall of 2007 and have increased to approximately 4,000 as of September 30, 2015.

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TAXATION

Tax Procedures

Not later than September 30 of each year, the Board of Aldermen sets the rate of tax for the City and files the tax rate with the County Registrar's Office by October 1. The County Registrar forwards the tax information to the State Auditor who is responsible for reviewing the rate of tax to insure that it does not exceed constitutional rate limits.

Taxes are levied on all taxable real and personal property owned as of January 1 in each year. Certain properties, such as those used for charitable, education, and religious purposes, are excluded from ad valorem taxes for both real and personal property.

Real property within the City is assessed by the County Assessor. The County Assessor is responsible for preparing the tax rolls each year and for submitting tax rolls to the County Board of Equalization. The Board of Equalization has the authority to question and determine the proper value of property and then adjust and equalize individual properties appearing on the tax rolls. By statute, tax bills are to be mailed in October; however, the volume of assessment complaints required to be reviewed by the County Board of Equalization can affect the date on which bills are actually mailed.

Payment of tax on real and personal property is due by December 31 after which date they become delinquent and accrue a penalty of one percent per month. The County collects fees equal to 1.5% of the taxes collected for this service. After such collections and deductions of commission, taxes are distributed according to the taxing body's pro-rata share.

Assessed Valuation

Assessment of real property pursuant to the Constitution of Missouri requires such property to be classified in subclasses consisting of agricultural, residential or commercial and permitting different assessment ratios for each subclass and requires uniformity in taxation of real property within each subclass. Pursuant to the Constitution, agricultural property is assessed at 12% of its productivity value, residential property is assessed at 19% of true value, and commercial property is assessed at 32% of true value. Personal property is assessed according to book value. In 1986, the State Legislature passed a bill requiring reassessment of all real properties every two years, beginning in 1987.

The following table indicates the assessed valuation, for the past five tax years, following review by the Board of Equalization and is the assessed valuation used by the City for calculating its tax levy:

Year	Real Property	Personal Property	Total
2011	$873,498,654	$141,090,290	$1,014,588,944
2012	879,240,513	158,825,112	1,038,065,625
2013	843,462,435	164,687,681	1,008,150,116
2014	859,325,166	164,926,725	1,024,251,891
2015	908,932,656	171,476,471	1,080,409,127

Source: Office of the County Registrar.

Draft

The following table sets forth the estimated market value of taxable property or the 2015 tax year based on the assessment ratios described hereinbefore:

Subclass	Assessed Valuation	Assessment Ratio	Estimated Market Value
Personal Property	$ 171,476,471	33.3%	$ 514,429,413
Residential Property	631,588,834	19.0	3,324,151,758
Commercial Property	276,863,553	32.0	865,198,603
Agricultural Property	480,269	12.0	4,002,242
Total Taxable AV	1,080,409,127		4,707,782,016
Incremental Value of TIFs(1)	53,443,706	32.0	167,011,581
Total	$1,133,852,833		$4,874,793,597

(1) All TIF properties are treated as commercial for purposes of computing market value.
Source: Assessed Valuations were provided by the office of the County Registrar.

Tax Rates

The following table sets forth the City's tax rates per $100 of equalized assessed valuation for the tax years ended December 31, 2011 through 2015:

	2011	2012	2013	2014	2015
General Government	$ .5759	$ .6010	$ .6282	$ .6282	$ .6095
Debt Service Fund	.1941	.1690	.1418	.1418	.1605
Total	$ .7700	$ .7700	$ .7700	$ .7700	$ .7700

Source: 2015 Comprehensive Annual Financial Report and Missouri State Auditor's Report of Property Tax Rates.

Tax Levies and Collection

St. Peters Tax Levies and Collections
(amounts expressed in thousands)

Fiscal Year	Total Taxes Levied	Current Taxes(1) Collected	Current Taxes(1) % Collected	Current & Back Taxes Collected	Current & Back Taxes % Collected
2011	$8,099	$7,937	98.00%	$8,092	99.90%
2012	7,955	7,690	96.67	7,945	98.87
2013	7,982	7,822	98.00	7,969	99.84
2014	7,851	7,645	97.38	7,834	98.78
2015	8,003	7,914	98.89	7,914	98.89

(1) Represents amounts collected during a Fiscal Year.
Source: City's 2015 Comprehensive Annual Financial Report.

Draft

Major Taxpayers

The following table sets forth information regarding the top ten taxpayers in the City:

Taxpayer	Business	Assessed Valuation	% of Total Assessed Valuation[1]
Mid Rivers Mall LLC	Westfield Mall	$18,017,494	1.67%
Airwick Industries Inc.	Reckitt Benckiser	14,422,006	1.33
Turnberry Apartments LLC	Apartments	5,801,920	0.54
SSM Properties Inc.	Medical	4,030,251	0.37
Walmart Real Estate Business Trust	Retail Stores	3,591,869	0.33
Grewe Limited Partnership	Strip Retail Stores	3,564,395	0.33
Jungs Station Association	Sun River Village Condos	3,512,176	0.33
79 Crossing LLC	Dierbergs Markets	3,164,290	0.29
HCP Senior Housing Properties Trust	Dierbergs Markets	2,997,393	0.28
94 Crossing LLC	Strip Stores/Dierbergs	2,966,210	0.27
Totals		$62,068,004	5.74%

(1) Based on the 2015 tax year real and personal property tax assessment following review by the Board of Equalization and excluding properties located in tax increment financing districts.

Source: Office of the County Assessor.

DEBT OF THE CITY

General

Pursuant to the Missouri Constitution, the vote required to pass a proposition to issue general obligation bonds payable from unlimited ad valorem taxes is four-sevenths (4/7) of the qualified voters voting thereon for elections held at the general municipal election day, primary or general elections. A vote of two-thirds (2/3) of the qualified voters voting on the specific general obligation bond proposition is required at all other elections.

The Missouri Constitution provides that the amount of bonds payable out of tax receipts shall not exceed 10% of the total assessed valuation of the taxable property of a city. The Missouri Constitution permits cities to become indebted for an additional 10% of the value of taxable, tangible property for the purpose of acquiring rights-of-way, constructing, extending, and improving streets and avenues; and constructing, extending and improving a sanitary or storm sewer system.

Outstanding Debt

The following is a list of the City's outstanding general obligation bonds including the Bonds:

Issue	Issue Date	Amount Outstanding
General Obligation Refunding Bonds, Series 2010	May 1, 2010	$ 1,595,000
General Obligation Bonds, Series 2010B	November 10, 2010	3,790,000
General Obligation Bonds, Series 2012	November 28, 2012	3,495,000
General Obligation Bonds, Series 2014	September 23, 2014	9,290,000
General Obligation Refunding Bonds, Series 2015	April 21, 2015	7,000,000
General Obligation Refunding Bonds, Series 2016	February 4, 2016	16,170,000
General Obligation Bonds, Series 2016	July 5, 2016*	8,000,000*
		$49,340,000*

* Subject to Change

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Legal Debt Limit and Debt Margin

The following table sets forth the City's legal debt limit and debt margin based on the 2015 assessed valuation certified on December 31, 2015 and deemed final for State and local government purposes:

	City Purposes Basic Limit	Special Purpose Additional Limit
2015 Assessed Value[1]	$1,129,784,180	$1,129,784,180
Debt Limit - 10% of Assessed Value	$112,978,418	$112,978,418
Less: General Obligation Bonds[2]	49,340,000*	—
Legal Debt Margin	$ 63,638,418*	$112,978,418

(1) Excludes the value of property in TIF areas. Accordingly, the table above reflects a debt margin which is lower than the City's actual legal debt limit.

Lease Obligations

The following is a list of the City's outstanding lease obligations as of the date of this Official Statement:

Issue	Issue Date	Outstanding
Certificates of Participation (City of St. Peters, Missouri, Lessee), Series 2010A	May 3, 2010	$ 190,000
Taxable Certificates of Participation (City of St. Peters, Missouri, Lessee), Series 2010B (Build America Bonds – Direct Pay)	May 3, 2010	7,050,000
Refunding Certificates of Participation (City of St. Peters, Missouri, Lessee), Series 2010C	November 10, 2010	1,255,000
Refunding Certificates of Participation (City of St. Peters, Missouri, Lessee), Series 2013	August 15, 2013	16,400,000
		$24,895,000

The City's lease obligations are secured by annually appropriated funds and do not constitute an indebtedness for purposes of any Missouri statutory or constitutional debt limit. Such obligations are payable solely from available funds of a governmental body and neither taxes nor a specific source of revenues may be pledged to make payments on such obligations. Any increase in taxes required to generate additional funds with which to make payments on such obligations would be subject to voter approval.

* Subject to Change

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Direct and Overlapping Debt*

The following table sets forth information relating to the City's direct and overlapping general obligation debt including the Bonds as of the date of this Official Statement:

	Outstanding Bonds [1]	Percent Applicable to the City[2]	City's Direct and Overlapping Debt
City of St. Peters	$ 49,340,000	100.00%	$ 49,340,000
St. Charles County	3,484,000	14.40	501,696
St. Charles County Ambulance District	4,050,000	14.40	583,200
St. Charles Community College	30,745,000	14.49	4,454,951
Central County Fire and Rescue	13,375,000	69.23	9,259,513
School District of the City of St. Charles	20,060,000	6.80	1,364,080
Fort Zumwalt R-II School District	147,064,907	25.15	36,986,824
Francis Howell School District	143,268,000	20.02	28,682,254
	$411,386,907		$131,172,518

(1) Lease and loan obligations which are subject to annual appropriation for payment and for which a tax levy cannot be imposed without voter approval are excluded from the above table. The table includes the County's Neighborhood Improvement District Bonds that are a general obligation of the County but are expected to be paid from special assessments and for which the issuer may not levy a general property tax.

(2) Estimate based on 2015 assessed real and personal property, except for the school districts which is based on locally assessed real property following review by the Board of Equalization.

Source: Bond amounts were provided by the political subdivisions or public records and assessments were provided by the Office of the County Registrar and by the Office of the County Assessor.

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* Subject to Change

Debt Service Requirements

Certificates of Participation

The following table sets forth the debt service on the City's outstanding Certificates of Participation:

Fiscal Year	Principal	Interest	US Treasury Interest Subsidy[1]	Total Debt Service
2016[2]	$ 1,560,000	$1,101,443	$ (128,553)	$ 2,532,890
2017	1,610,000	1,042,273	(132,946)	2,519,327
2018	1,670,000	978,131	(126,961)	2,521,170
2019	1,370,000	909,871	(120,409)	2,159,462
2020	1,400,000	852,283	(113,321)	2,138,962
2021	1,450,000	792,490	(105,841)	2,136,649
2022	1,500,000	736,200	(97,864)	2,138,336
2023	1,550,000	674,873	(89,376)	2,135,497
2024	1,600,000	608,393	(80,360)	2,128,033
2025	1,500,000	541,555	(70,884)	1,970,671
2026	1,550,000	475,405	(60,922)	1,964,483
2027	1,615,000	401,818	(49,656)	1,967,162
2028	1,675,000	323,020	(37,953)	1,960,067
2029	1,750,000	239,333	(25,813)	1,963,520
2030	1,825,000	150,433	(13,125)	1,962,308
2031	1,270,000	58,420	–	1,328,420
Total	$24,895,000	$9,885,941	$(1,253,984)	$33,526,957

(1) Represents a 35% U.S. Treasury Interest Subsidy which at the time of issuance was expected to be received in conjunction with the City' Taxable Certificates of Participation (City of St. Peters, Missouri, Lessee), Series 2010B (Build America Bonds – Direct Pay). Under the automatic budget sequestration provisions of the Budget Control Act of 2011, the City's subsidy was reduced by 7.3% for the 2015 Fiscal Year and will be reduced by 6.8% for the 2016 Fiscal Year. Absent Congressional action, the sequester will continue to October 2024; however, the percentage of the reduction is not known at this time and, consequently, the figures above do not reflect the reduction in subsidy except for the 2016 Fiscal Year.

(2) Includes payments made in the 2015 calendar year that are included in the City's 2016 Fiscal Year.

As noted hereinbefore, although a specific source of taxes and revenues may not be pledged to make payments on lease obligations, the City intends to pay debt service on its lease obligations from the general fund, Park and Stormwater Sales Tax, the Recreation Fund and the Transportation Sales Tax. The following table sets forth the particular fund or revenue source from which the principal and interest payments set forth in the table above are expected to be paid excluding debt service expected to be paid from a US Treasury Interest Subsidy:

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Fiscal Year	General Fund	Park and Stormwater	Recreation Fund	Transportation Fund	Total[1]
2016[2]	$ 378,788	$ 165,665	$1,352,900	$ 635,537	$2,532,890
2017	380,765	162,790	1,348,873	626,899	2,519,327
2018	381,983	164,509	1,348,895	625,784	2,521,171
2019	20,720	165,609	1,344,518	628,616	2,159,463
2020	—	166,390	1,347,118	625,454	2,138,962
2021	—	161,770	1,348,318	626,562	2,136,650
2022	—	166,870	1,344,718	626,748	2,138,336
2023	—	166,470	1,343,043	625,984	2,135,497
2024	—	160,813	1,342,980	624,240	2,128,033
2025	—	—	1,344,030	626,641	1,970,671
2026	—	—	1,336,343	628,141	1,964,484
2027	—	—	1,339,943	627,219	1,967,162
2028	—	—	1,334,583	625,484	1,960,067
2029	—	—	1,335,583	627,938	1,963,521
2030	—	—	1,337,933	624,375	1,962,308
2031	—	—	1,328,420	—	1,328,420
Total	$1,162,256	$1,480,886	$21,478,198	$9,405,622	$33,526,962

(1) Annual totals may vary from the table on the prior page due to rounding.
(2) Includes payments made in the 2015 calendar year that are included in the City's 2016 Fiscal Year.

General Obligation Bonds *

The following table sets forth the debt service requirements on the City's general obligation bonds following the issuance of the Bonds:

Calendar Year	Outstanding Bonds Principal	Outstanding Bonds Interest	The Bonds Principal	The Bonds Interest	Total Debt Service
2016	$ 555,000	$ 615,748			$ 1,170,748
2017	1,585,000	1,138,450	$ 280,000	$ 245,096	3,248,546
2018	1,615,000	1,103,040	320,000	205,725	3,243,765
2019	1,655,000	1,063,270	330,000	199,225	3,247,495
2020	1,700,000	1,019,860	335,000	192,156	3,247,016
2021	2,075,000	971,865	340,000	184,563	3,571,428
2022	2,125,000	912,914	350,000	176,800	3,564,714
2023	2,185,000	854,158	360,000	168,363	3,567,521
2024	2,250,000	794,639	365,000	159,300	3,568,939
2025	2,305,000	736,873	375,000	150,050	3,566,923
2026	2,370,000	673,476	385,000	140,069	3,568,545
2027	2,435,000	606,620	400,000	129,275	3,570,895
2028	2,505,000	537,889	410,000	118,138	3,571,027
2029	2,585,000	462,349	420,000	106,200	3,573,549
2030	2,660,000	383,761	435,000	93,375	3,572,136
2031	2,285,000	302,371	445,000	80,175	3,112,546
2032	2,355,000	234,615	460,000	66,600	3,116,215
2033	2,180,000	163,020	475,000	52,575	2,870,595
2034	2,250,000	95,040	490,000	38,100	2,873,140
2035	1,665,000	24,975	505,000	23,175	2,218,150
2036	—	—	520,000	7,800	527,800
Total	$41,340,000	$12,694,933	$8,000,000	$2,536,760	$64,571,693

* Subject to Change

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Debt Ratios and Related Information[1]*

Population, 2014	56,076
Assessed Value, 2015	$1,133,852,833
Estimated Market Value, 2015	$4,874,793,597
Direct Bonded Debt	$49,340,000
Direct and Overlapping Bonded Debt	$131,172,518
Per Capita 2015 Assessed Valuation	$20,220
Per Capita 2015 Estimated Market Value	$86,932
Per Capita Direct Bonded Debt	$880
Per Capita Combined Net Direct and Overlapping Debt	$2,339
Direct Bonded Debt as a Percentage of 2015 Assessed Valuation	4.35%
Direct and Overlapping Bonded Debt as a Percentage of 2015 Assessed Valuation	11.57%
Direct Bonded Debt as a Percentage of 2015 Estimated Market Value	1.01%
Direct and Overlapping Bonded Debt as a Percentage of 2015 Estimated Market Value	2.69%

(1) The assessed value and related market value is based on the assessed valuation following review by the Board of Equalization.

Future General Obligations and Lease Obligations

The City has an additional $14,535,000* of authorized and unissued general obligation bonds for stormwater improvements. The City is planning to issue the bonds in phases over the next ten years. The City has no plans for additional lease obligations.

On August 2, 2016, voters will consider a proposition to authorize $12,000,000 of general obligation bondsfor a variety of park and recreation facilities. If approved, the City expects to sell the bonds within the next 12 months.

THE PROJECT

Description

The City is required under the Clean Water Act to obtain a National Pollutant Discharge Elimination System (NPDES) Permit related to the City's efforts to control pollution of local streams resulting from stormwater runoff. The City engaged Black & Veatch engineers to study the City watershed and develop a master plan for compliance with the aforementioned Federal regulations and overall stormwater management for the City. The Bonds will fund construction/reconstruction of several regional stormwater detention basins and several creek bank stabilization projects. In addition, the Bonds will fund engineering design of additional projects related to pollution control, storm water management and creek bank stabilization . All projects to be financed with the proceeds of the Bonds are expected to be completed by the fall of 2017.

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* Subject to Change

Estimated Sources and Uses of Funds*

The estimated sources and uses of funds are set forth below.

Sources of Funds	
Net Proceeds of the Bonds[1]	$8,175,000
Interest During Construction[2]	15,214
Total	$8,190,214
Uses of Funds	
Project Costs	$8,129,414
Costs of Issuance	60,800
Total	$8,190,214

(1) Represents the principal amount of the Bonds, plus the estimated net original issue premium less the estimated underwriter's discount.

(2) Based on an 18 month construction period and an interest rate of .25%.

LEGAL MATTERS

All matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel. The approving opinion of Bond Counsel will be furnished at the time the Bonds are paid for and delivered. Bond Counsel has participated only in the preparation of the cover page of this Official Statement and of those portions of this Official Statement captioned "THE BONDS," "LEGAL MATTERS," "CONTINUING DISCLOSURE UNDERTAKING – Description of Undertaking" and "TAX MATTERS." Bond Counsel accordingly expresses no opinion as to the accuracy or sufficiency of other portions of this Official Statement.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Bonds:

Federal and Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

* Subject to Change

Draft

Alternative Minimum Tax. Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations and is not taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

Bank Qualification. The Bonds are not "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Bond counsel's opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading **"TAX MATTERS."**

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount ("OID") is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is the first price at which a substantial amount of the Bonds of that maturity have been sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). Under Section 1288 of the Code, OID on tax-exempt obligations accrues on a compound basis. The amount of OID that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of OID accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of OID accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of OID.

Original Issue Premium. If a Bond is issued at a price that exceeds the stated redemption price at maturity of the Bond, the excess of the purchase price over the stated redemption price at maturity constitutes "premium" on that Bond. Under Section 171 of the Code, the purchaser of that Bond must amortize the premium over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner. This will result in an increase in the gain (or decrease in the loss) to be recognized for Federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no Federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

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Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

RATING

Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich, New York, New York 10007 has assigned the Bonds the rating of "_____." An explanation of the significance of the rating may be obtained from the rating agency. There is no assurance that such rating will continue for any period of time or that it will not be revised or withdrawn. A revision or withdrawal of a rating may adversely affect the market price of the Bonds.

MUNICIPAL ADVISOR

WM Financial Strategies, St. Louis, Missouri (the "Municipal Advisor"), is a registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The Municipal Advisor is employed by the City to render certain professional services, including advising the City on a plan of financing and assisting in preparing the Official Statement for the sale of the Bonds. The Municipal Advisor does not guaranty, warrant or represent the accuracy or completeness of the information contained in this Official Statement.

UNDERWRITING

_____ (the "Underwriter") has agreed to purchase the Bonds from the City at a price equal to $_____. The price is net of the underwriter's discount of $_____ plus a net original issue premium of $_____. The Bonds may be offered and sold to certain dealers and others at prices lower than the initial public offering price and such initial offering price may be changed from time to time.

NO LITIGATION CERTIFICATE

Simultaneously with the delivery of and payment for the Bonds, the Mayor acting on behalf of the City, will furnish to the Underwriter a certificate which shall state, among other things, that there is no controversy, suit or other proceeding of any kind pending and served, or to his knowledge, threatened in any court (either State or federal) restraining or enjoining the issuance or delivery of the Bonds or questioning (i) the proceedings under which the Bonds are to be issued, (ii) the validity of the Bonds, (iii) the pledge of the City of the moneys under the Bond Ordinance, or (iv) the legal existence of the City or the title to office of the present officials of the City.

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CONTINUING DISCLOSURE UNDERTAKING

Description of Undertaking

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the City has agreed to provide the following to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA"):

(i) audited financial statements beginning on or prior to 180 days after the end of each Fiscal Year commencing with the Fiscal Year and certain annual financial information and operating data generally consistent with the financial information and operating data contained in this Official Statement under the captions "THE CITY'S FINANCES," "SOURCES OF REVENUE," "TAXATION," and "DEBT OF THE CITY". Such information shall be made available beginning on or prior to 180 days after the end of each Fiscal Year commencing with the Fiscal Year ended September 30, 2016.

(ii) notice of the occurrence of any of the following events with respect to the Bonds, within 10 business days after the occurrence:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) modifications to rights of bondholders, if material;

(4) bond calls, if material, and tender offers;

(5) defeasances;

(6) rating changes;

(7) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Forms 570-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the security;

(8) unscheduled draws on debt service reserves reflecting financial difficulties;

(9) unscheduled draws on credit enhancements reflecting financial difficulties;

(10) substitution of credit or liquidity providers, or their failure to perform;

(11) release, substitution or sale of property securing repayment of the Bonds, if material;

(12) bankruptcy, insolvency, receivership or similar event of the City;

(13) the consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional trustee or the change of name of the bond trustee, if material.

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(iii) notice of a failure (of which the City has knowledge) to provide the required annual financial information on or before the date specified in its written continuing disclosure undertaking.

The City may, from time to time, choose to provide notice of the occurrence of certain other events, in addition to those listed above, if, in the judgment of the City, such other event is material with respect to the Bonds, however, the City does not undertake to commit to provide any such notice of the occurrence of any material event except those indicated herein.

The City reserves the right to modify, from time to time, the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City; provided that the City agrees that any such modification will be done in a manner consistent with the Rule as the same may be amended from time to time. The City reserves the right to terminate its obligation to provide annual financial information and notices of material events, as set forth above, if and when the City no longer remains an "Obligated Person" with respect to the Bonds within the meaning of the Rule. The City acknowledges that its undertaking pursuant to the Rule described under this heading is intended to be for the benefit of the holders of the Bonds and shall be enforceable by the owners of the Bonds provided that the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the City's obligations hereunder and any failure by the City to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds.

Prior Compliance

To the best of the City's knowledge and belief it has materially complied with its continuing disclosure requirements for the past five years.

All of the City's bonds that have been outstanding for the past five years were initially rated solely by Moody's. Some of the City's current and previously outstanding bonds were insured by a financial guarantor. Moody's ratings on securities that are guaranteed or "wrapped" by a financial guarantor are generally maintained at a level equal to the higher of the following: the rating of the guarantor (if rated at the investment grade level); or the published underlying rating. Accordingly, in general, the City's practice has been to discontinue filing event notices relating to a change in rating of the financial guarantor when the rating of the guarantor fell below the City's published underlying rating and the underlying rating became the published rating.

The City has not filed any event notices for ratings that were assigned to any of its outstanding bonds by any rating agency other than Moody's since the City is not a party to such ratings and the City did not disclose any ratings, other than ratings assigned by Moody's, in any primary offering documents.

CERTIFICATION OF OFFICIAL STATEMENT

Simultaneously with the delivery of the Bonds, the City will furnish to the Underwriter a certificate which will state, among other things, that to the best of the knowledge and belief of the official signing such certificate, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

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MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the City and the Underwriter of any of the Bonds. Any statement made in this Official Statement involving matters of opinion is intended merely as an opinion and not as a representation of fact. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

CITY OF ST. PETERS, MISSOURI

BY: _____
Mayor

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APPENDIX A

CITY OF ST. PETERS, MISSOURI
FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

The financial statements presented within this Appendix have been extracted from the City's comprehensive annual financial report for the year ended September 30, 2015. The report includes supplemental information and the auditor's report which are not included herein. The financial statements of the City are prepared in conformance with generally accepted accounting principles. Copies of the Comprehensive Annual Financial Report, in its entirety, and the City's budget for the 2016 Fiscal Year are available from the City at http://www.stpetersmo.net/finance-and-purchasing.aspx.

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CITY OF ST. PETERS, MISSOURI

STATEMENT OF NET POSITION
SEPTEMBER 30, 2015

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Natatorium Foundation
Assets:				
Cash and investments	$ 34,994,738	$ 15,299,666	$ 50,294,404	$ 1,894,426
Receivables (net):				
Taxes	3,889,587	-	3,889,587	-
Services	-	2,517,856	2,517,856	-
Intergovernmental	4,746,858	26,377	4,773,235	-
Interest	2,711	-	2,711	
Other	2,688,822	755,147	3,443,969	2
Internal balances	117,105	(117,105)	-	-
Inventory and prepaid items	920,972	106,870	1,027,842	-
Investment in joint venture	-	1,748,912	1,748,912	-
Restricted assets:				
Cash and investments	715,659	1,907,719	2,623,378	-
Held by trustees	1,441,507	-	1,441,507	-
Long-term receivables	608,131	-	608,131	-
Capital assets:				
Nondepreciable	174,341,106	1,695,692	176,036,798	-
Depreciable	150,029,031	87,890,868	237,919,899	-
Total Assets	374,496,227	111,832,002	486,328,229	1,894,428
Deferred Outflows of Resources:				
Deferred charge on refunding	488,390	905,893	1,394,283	-
Deferred amounts related to pensions	4,563,699	1,577,076	6,140,775	-
Total Deferred Outflows of Resources	5,052,089	2,482,969	7,535,058	-
Liabilities:				
Accounts payable	5,848,003	1,224,081	7,072,084	-
Accrued interest	3,149,995	357,201	3,507,196	-
Accrued payroll	1,331,386	478,435	1,809,821	-
Unearned revenue	585,742	254,988	840,730	-
Deposits	1,220,480	280,009	1,500,489	-
Claims payable	1,186,467	-	1,186,467	-
Other liabilities	-	11,530	11,530	-
Long-term liabilities:				
Due within one year	4,347,509	3,169,766	7,517,275	-
Due in more than one year	64,026,759	46,467,168	110,493,927	-
Due in more than one year - net pension obligation and OPEB	7,494,124	3,148,099	10,642,223	-
Total Liabilities	89,190,465	55,391,277	144,581,742	-
Deferred Inflows of Resources:				
Deferred amounts related to pensions	887,513	383,901	1,271,414	-
Deferred revenue - contributions	500,000	-	500,000	-
Total Deferred Outflows of Resources	1,387,513	383,901	1,771,414	-

Draft

CITY OF ST. PETERS, MISSOURI

STATEMENT OF NET POSITION (CONTINUED)
SEPTEMBER 30, 2015

Net Position:				
Net investment in capital assets	259,507,068	40,399,392	299,906,460	-
Restricted for:				
Transportation	5,571,420	-	5,571,420	-
Sewer lateral projects	629,753	-	629,753	-
Water line repair projects	190,541	-	190,541	-
Special allocation projects	3,684,185	-	3,684,185	-
Grants	758,502	-	758,502	-
Debt service	3,366,084	1,907,719	5,273,803	-
Local parks and stormwater	4,742,416	-	4,742,416	-
Police services	325,280	-	325,280	-
Unrestricted	10,195,089	16,232,682	26,427,771	1,894,428
Total Net Position	$ 288,970,338	$ 58,539,793	$ 347,510,131	$ 1,894,428

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CITY OF ST. PETERS, MISSOURI

STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

		Program Revenues			Net (Expense) Revenue and Changes in Net Position			
					Primary Government			Component Unit
Functions	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total	Natatorium Foundation
Governmental Activities:								
General government	$ 7,815,960	$ 1,669,806	$ 243,984	$ 101,682	$ (5,800,488)	$ -	$ (5,800,488)	$ -
Administration	4,312,392	-	-	-	(4,312,392)	-	(4,312,392)	-
Police	12,728,527	2,037,068	1,667,192	11,575	(9,012,692)	-	(9,012,692)	-
Municipal court	417,289	-	-	-	(417,289)	-	(417,289)	-
Public works	15,574,017	785,074	1,820,887	7,745,035	(5,223,021)	-	(5,223,021)	-
Engineering	2,240,612	-	-	-	(2,240,612)	-	(2,240,612)	-
Maintenance	379,588	-	-	-	(379,588)	-	(379,588)	-
Health	807,978	16,035	-	-	(791,943)	-	(791,943)	-
Parks and recreation	6,606,600	8,908	210,189	180,465	(6,207,038)	-	(6,207,038)	-
Communications	990,599	-	-	-	(990,599)	-	(990,599)	-
Community and arts	259,914	290,812	12,654	-	43,552	-	43,552	-
Interest on long-term debt and other	3,886,941	-	-	-	(3,886,941)	-	(3,886,941)	-
	56,020,417	4,807,703	3,954,906	8,038,757	(39,219,051)	-	(39,219,051)	-
Business-Type Activities:								
Waterworks/sanitary sewer	12,546,331	10,978,093	-	203,588	-	(1,364,650)	(1,364,650)	-
Solid waste	5,310,401	5,813,449	-	-	-	503,048	503,048	-
Central materials processing facility	4,093,146	3,846,377	-	-	-	(246,769)	(246,769)	-
Recreation	8,669,871	6,803,164	-	-	-	(1,866,707)	(1,866,707)	-
	30,619,749	27,441,083	-	203,588	-	(2,975,078)	(2,975,078)	-
Total Government	$ 86,640,166	$ 32,248,786	$ 3,954,906	$ 8,242,345	(39,219,051)	(2,975,078)	(42,194,129)	-
Component Unit								
Natatorium Foundation	$ 313,185	$ -	$ -	$ -				(313,185)
General Revenues:								
Property taxes levied for:								
General purposes					7,360,015	-	7,360,015	-
Debt service					1,553,343	-	1,553,343	-
Tax increment financing districts					4,205,844	-	4,205,844	-
Sales tax levied for:								
General purposes					13,711,848	-	13,711,848	-
Transportation purposes					6,855,926	-	6,855,926	-
Park and stormwater purposes					6,784,761	-	6,784,761	-
Tax increment financing districts					6,340,070	-	6,340,070	-
Tourism					125,329	-	125,329	-
Franchise and public service taxes					4,741,751	-	4,741,751	-
Earnings on investments					26,613	1,085	27,698	127,480
Other revenues					498,732	-	498,732	1,951
Gain on disposition of capital assets					-	-	-	-
Transfers					(971,668)	971,668	-	-
Total General Revenues and Transfers					51,232,564	972,753	52,205,317	129,431
Change in net position					12,013,513	(2,002,325)	10,011,188	(183,754)
Net Position - Beginning of Year, Restated					276,956,825	60,542,118	337,498,943	2,078,182
Net Position - End of Year					$ 288,970,338	$ 58,539,793	$ 347,510,131	$ 1,894,428

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CITY OF ST. PETERS, MISSOURI

BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2015

	Major Funds						Nonmajor Funds	
	General	Transportation Trust	Local Parks and Stormwater Fund	Special Allocation-City Centre	Debt Service	Capital Projects	Other Governmental Funds	Total Governmental Funds
Assets:								
Cash and investments:								
Unrestricted	$ 12,146,765	$ 4,849,473	$ 4,464,761	$ 298,712	$ 879,499	$ 6,137,977	$ 6,217,551	$ 34,994,738
Restricted	87,004	628,655	-	-	-	-	-	715,659
Held by trustees	-	-	166,878	1,271,979	-	-	2,650	1,441,507
Receivables, net of allowances where applicable:								
Taxes	2,410,232	638,518	638,247	128,871	68,931	-	4,788	3,889,587
Intergovernmental	164,821	4,523,459	-	-	-	-	58,578	4,746,858
Other	297,033	171,846	512,402	1,464,572	5,882	-	182,327	2,634,062
Due from other funds	194,310	-	-	-	-	-	-	194,310
Long term receivables	-	-	-	-	-	-	608,131	608,131
Inventory and prepaid items	910,729	10,029	203	-	-	-	11	920,972
Total Assets	$ 16,210,894	$ 10,821,980	$ 5,782,491	$ 3,164,134	$ 954,312	$ 6,137,977	$ 7,074,036	$ 50,145,824
Liabilities, Deferred Inflows of Resources and Fund Balances:								
Liabilities:								
Accounts payable	$ 1,105,838	$ 3,840,763	$ 284,932	$ 195,270	$ 1,916	$ 162,930	$ 256,354	$ 5,848,003
Accrued liabilities	1,234,499	27,729	68,824	-	-	-	334	1,331,386
Deposits/guarantee bonds	1,217,180	-	-	-	-	-	3,300	1,220,480
Due to other funds	-	32,369	5,683	-	-	-	39,153	77,205
Unearned revenue	38,931	546,811	-	-	-	-	-	585,742
Claims payable	1,186,467	-	-	-	-	-	-	1,186,467
Total Liabilities	4,782,915	4,447,672	359,439	195,270	1,916	162,930	299,141	10,249,283
Deferred Inflows of Resources:								
Unavailable revenues - property taxes	210,711	-	-	-	63,140	-	-	273,851
Unavailable revenues - contributions	-	-	500,000	-	-	-	-	500,000
Unavailable revenues - special assessments	-	-	-	-	-	-	5,875	5,875
Total Deferred Inflows of Resources	210,711	-	500,000	-	63,140	-	5,875	779,726
Fund Balances:								
Nonspendable	910,729	10,029	203	-	-	-	11	920,972
Restricted for:								
Transportation	-	5,735,624	-	-	-	-	-	5,735,624
Sewer lateral projects	-	-	-	-	-	-	629,753	629,753
Water line repair projects	-	-	-	-	-	-	190,541	190,541
Special allocation projects	-	-	-	1,268,600	-	-	5,186,788	6,455,388
Grants	-	-	-	-	-	-	758,502	758,502
Debt service	87,004	628,655	-	1,700,264	889,256	-	3,425	3,308,604
Local parks and stormwater	-	-	4,922,849	-	-	-	-	4,922,849
Police services	325,280	-	-	-	-	-	-	325,280
Committed:								
Contingency reserve	3,000,000	-	-	-	-	-	-	3,000,000
Assigned for:								
Capital projects	610,547	-	-	-	-	5,975,047	-	6,585,594
Encumbrances	339,410	-	-	-	-	-	-	339,410
Subsequent year budget	289,130	-	-	-	-	-	-	289,130
Unassigned	5,655,168	-	-	-	-	-	-	5,655,168
Total Fund Balances	11,217,268	6,374,308	4,923,052	2,968,864	889,256	5,975,047	6,769,020	39,116,815
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 16,210,894	$ 10,821,980	$ 5,782,491	$ 3,164,134	$ 954,312	$ 6,137,977	$ 7,074,036	$ 50,145,824

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CITY OF ST. PETERS, MISSOURI

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2015

Total Fund Balance - Governmental Funds	$ 39,116,815
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore are not reported in the funds. The cost of the assets is $491,074,397 and the accumulated depreciation is $166,704,260.	324,370,137
Property taxes assessed by the City, but not collected within 60 days of year end, are deferred within the fund financial statements. However, revenue for this amount, net of a reserve for uncollectible accounts, is recognized in the government-wide statements.	273,851
Special assessments levied by the City, but not collected within 60 days of year end, are deferred within the fund financial statements. However, revenue for this amount, is recognized in the government-wide statements.	5,875
To recognize federal interest subsidy which is not a current financial resource and therefore is not reported in the funds.	57,471
Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported as liabilities within the fund financial statements. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities - both current and long-term - are reported on the government-wide statement of net position. Discounts, premiums and deferred amounts on refunding costs are reported in the governmental fund financial statements when the debt was issued whereas these amounts are deferred and amortized over the life of the debt as an adjustment to interest expense on the government-wide financial statements.	
Balances as of September 30, 2015 are:	
Accrued compensated absences, vacation	(1,380,809)
Accrued interest on outstanding debt	(3,149,995)
Other post employment benefit obligation	(7,268,777)
Net pension obligation	(225,347)
Pension related deferred outflows of resources	4,563,699
Pension related deferred inflows of resources	(887,513)
Bonds and notes payable	(66,558,700)
Unamortized bond discount	197,873
Unamortized bond premium	(632,632)
Unamortized deferred charge on refunding	488,390
Total Net Position - Governmental Activities	$ 288,970,338

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CITY OF ST. PETERS, MISSOURI

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Major Funds						Nonmajor Funds	
	General	Transportation Trust	Local Parks and Stormwater Fund	Special Allocation-City Centre	Debt Service	Capital Projects	Other Governmental Funds	Total Governmental Funds
Revenues:								
Sales tax	$ 13,711,848	$ 6,855,926	$ 6,784,761	$ 5,313,882	$ -	$ -	$ 1,026,188	$ 33,692,605
Property tax	7,402,649	-	-	3,271,041	1,568,116	-	934,803	13,176,609
Utility franchise tax	4,548,100	-	-	5,049	-	-	-	4,553,149
Cigarette tax	188,601	-	-	-	-	-	-	188,601
Licenses and permits	1,443,080	-	-	-	-	-	-	1,443,080
Interest	5,205	822	3,128	11,540	528	890	4,500	26,613
Intergovernmental	3,824,234	6,305,660	-	-	-	-	231,274	10,361,168
Fines and forfeitures	1,799,379	-	-	-	-	-	-	1,799,379
Charges for services	693,164	-	8,908	-	-	-	783,644	1,485,716
Miscellaneous	506,226	11,380	202,216	-	5,443	-	6,975	732,240
Total Revenues	34,122,486	13,173,788	6,999,013	8,601,512	1,574,087	890	2,987,384	67,459,160
Expenditures:								
Current:								
General government	1,845,955	-	-	4,992,666	-	-	607,063	7,445,684
Administration	4,155,519	-	-	-	-	-	-	4,155,519
Police	12,379,373	-	-	-	-	-	-	12,379,373
Municipal court	431,073	-	-	-	-	-	-	431,073
Public works	2,109,265	4,468,100	1,554,408	-	-	-	969,289	9,101,062
Engineering	2,181,945	-	-	-	-	-	-	2,181,945
Maintenance	386,533	-	-	-	-	-	-	386,533
Health	654,199	-	-	-	-	-	-	654,199
Parks and recreation	4,893,133	-	886,920	-	-	-	-	5,780,053
Communications	920,607	-	-	-	-	-	-	920,607
Community and arts	213,475	-	-	-	-	-	-	213,475
Capital outlay	695,108	9,427,817	1,737,949	-	-	4,822,796	35,443	16,719,113
Debt service:								
Principal retirement	315,000	360,000	120,000	2,075,000	2,460,000	-	6,000	5,336,000
Interest	60,705	406,150	43,065	205,240	1,428,454	-	2,165	2,145,779
Payment to escrow agent	-	-	-	-	363,273	-	-	363,273
Other	-	911	1,166	1,590	163,461	-	5,795	172,923
Total Expenditures	31,241,890	14,662,978	4,343,508	7,274,496	4,415,188	4,822,796	1,625,755	68,386,611
Revenues Over (Under) Expenditures	2,880,596	(1,489,190)	2,655,505	1,327,016	(2,841,101)	(4,821,906)	1,361,629	(927,451)
Other Financing Sources (Uses):								
Transfers in	-	49,400	-	-	1,968,639	-	-	2,018,039
Transfers out	(1,070,329)	-	(1,623,039)	-	-	-	-	(2,693,368)
Proceeds from sale of capital assets	65,290	136,317	-	-	-	-	-	201,607
Issuance of debt	-	-	-	-	7,050,000	-	-	7,050,000
Bond premium	-	-	-	-	218,886	-	-	218,886
Payment to escrow agent	-	-	-	-	(7,141,596)	-	-	(7,141,596)
Total Other Financing Sources (Uses)	(1,005,039)	185,717	(1,623,039)	-	2,095,929	-	-	(346,432)
Net Changes in Fund Balances	1,875,557	(1,303,473)	1,032,466	1,327,016	(745,172)	(4,821,906)	1,361,629	(1,273,883)
Fund Balances:								
Beginning of Year	9,341,711	7,677,781	3,890,586	1,641,848	1,634,428	10,796,953	5,407,391	40,390,698
End of Year	$ 11,217,268	$ 6,374,308	$ 4,923,052	$ 2,968,864	$ 889,256	$ 5,975,047	$ 6,769,020	$ 39,116,815

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CITY OF ST. PETERS, MISSOURI

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

Net change in fund balances - total governmental funds		$ (1,273,883)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, assets with an initial, individual cost of more than $5,000 for general and $25,000 for infrastructure are capitalized and the cost is allocated over their estimated useful lives and reported as depreciation expense. Donated assets are not recorded in governmental funds but are recognized as revenue in the statement of activities. This is the amount by which capital outlays and donated capital assets exceeded depreciation in the current period.		
Capital outlays	18,364,381	
Proceeds from sale of capital assets	(201,607)	
Donated capital assets	1,611,150	
Net transfer of assets between the proprietary and governmental activities	(296,339)	
Depreciation expense	(11,127,875)	8,349,710
In the statement of activities, the gain (loss) on the sale of capital assets is reported. The gain (loss) is not a use of current resources and, thus, is not reported in the funds.		(74,445)
The governmental funds report bond proceeds as an other financing source, while repayment of bond principal is reported as an expenditure. In the statement of net assets, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds financial statements but reduces the long-term liabilities in the statement of net assets.		
Issuance of debt	(7,050,000)	
Principal payment to escrow agent	7,000,000	
Repayment of bond and note principal	5,336,000	5,286,000
Under the modified accrual basis of accounting used in governmental funds the effect of discounts and premiums are recognized when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. Interest is recognized as an expenditure in the governmental funds when it is due, whereas in the statement of activities, interest expense is recognized as it accrues, regardless of when it is due. Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. The net effect of these differences is as follows:		
Accrued interest on bonds	(1,446,419)	
Compensated absences	(5,005)	
Other post employment benefits	(284,843)	
Pension expense	1,362,947	
Premium on debt issuances, net of amortization	(185,142)	
Discount on debt issuances, net of amortization	(62,405)	
Deferred charge on refunding, net of amortization	411,708	(209,159)
Property tax revenues received prior to the year for which they are being levied are reported as deferred inflows in the governmental funds. They are, however, recorded as revenues in the statement of activities. Deferred property tax revenues decreased this year.		(57,406)
Special assessments levied by the City, not due until future years are reported as deferred inflows in the governmental funds. In the statement of activities, the special assessments were recognized as revenues in the year they were levied. Deferred special assessment revenues increased this year.		(5,545)
In the statement of activities, federal interest subsidy is recognized as an economic resource, whereas in the governmental funds, the interest subsidy is recorded as nonexchange revenue when all eligibility requirements are met.		(1,759)
Change in net position of governmental activities		$ 12,013,513

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CITY OF ST. PETERS, MISSOURI

STATEMENT OF FUND NET POSITION - PROPRIETARY FUNDS
SEPTEMBER 30, 2015

	Major Enterprise Funds				
	Waterworks/ Sanitary Sewer	Solid Waste	Central Materials Processing Facility	Recreation	Total Enterprise Funds
Assets:					
Current Assets:					
Cash and investments:					
Unrestricted	$ 11,381,576	$ 1,332,685	$ 760,973	$ 1,824,432	$ 15,299,666
Restricted	1,907,719	-	-	-	1,907,719
Receivables, net allowances:					
Services	1,648,539	794,042	75,275	-	2,517,856
Grants	3,750	-	914	21,713	26,377
Other	269,550	166,964	133,182	185,451	755,147
Inventory/prepaids	2,570	836	66,867	36,597	106,870
Total Current Assets	15,213,704	2,294,527	1,037,211	2,068,193	20,613,635
Noncurrent Assets:					
Investment in joint venture	1,748,912	-	-	-	1,748,912
Capital assets	112,213,283	7,681,036	6,770,299	52,436,962	179,101,580
Less: Accumulated depreciation	54,086,277	5,957,463	4,770,533	24,700,747	89,515,020
Capital assets - net	58,127,006	1,723,573	1,999,766	27,736,215	89,586,560
Total Noncurrent Assets	59,875,918	1,723,573	1,999,766	27,736,215	91,335,472
Total Assets	75,089,622	4,018,100	3,036,977	29,804,408	111,949,107
Deferred Outflows of Resources:					
Deferred charge on refunding	-	-	-	905,893	905,893
Deferred amounts related to pensions	645,335	360,228	258,349	313,164	1,577,076
Total Deferred Outflows of Resources	645,335	360,228	258,349	1,219,057	2,482,969
Liabilities:					
Current Liabilities:					
Accounts payable	706,536	98,593	281,668	137,284	1,224,081
Accrued payroll	167,288	86,818	69,214	155,115	478,435
Accrued compensated absences	182,228	103,096	64,881	99,561	449,766
Accrued interest	102,034	-	-	255,167	357,201
Deposits held for others	180,834	-	-	99,175	280,009
Due to other funds	90,540	4,457	3,826	18,282	117,105
Unearned revenue	19,008	-	-	235,980	254,988
Current portion of revenue bonds payable	1,985,000 *	-	-	735,000	2,720,000
Other	-	-	-	11,530	11,530
Total Current Liabilities	3,433,468	292,964	419,589	1,747,094	5,893,115
Noncurrent Liabilities:					
Long-term portion of revenue bonds payable	31,349,498	-	-	15,117,670	46,467,168
Other long-term liabilities	1,219,480	667,272	590,414	670,933	3,148,099
Total Liabilities	36,002,446	960,236	1,010,003	17,535,697	55,508,382
Deferred Inflows of Resources:					
Deferred amounts related to pensions	157,091	87,689	62,889	76,232	383,901
Net Position:					
Net investment in capital assets	24,792,508	1,723,573	1,999,766	11,883,545	40,399,392
Restricted for debt service	1,907,719	-	-	-	1,907,719
Unrestricted	12,875,193	1,606,830	222,668	1,527,991	16,232,682
Total Net Position	$ 39,575,420	$ 3,330,403	$ 2,222,434	$ 13,411,536	$ 58,539,793

* Payable from restricted assets

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CITY OF ST. PETERS, MISSOURI

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION - PROPRIETARY FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Major Enterprise Funds				
	Waterworks/ Sanitary Sewer	Solid Waste	Central Materials Processing Facility	Recreation	Total Enterprise Funds
Operating Revenues:					
Water	$ 5,034,720	$ -	$ -	$ -	$ 5,034,720
Sewer	4,155,601	-	-	-	4,155,601
Solid waste	-	5,635,377	-	-	5,635,377
Tap on fees	352,250	-	-	-	352,250
Tipping fees	-	-	2,257,194	-	2,257,194
Recycling income	-	-	1,185,662	-	1,185,662
Earth Centre	-	-	390,251	-	390,251
Intergovernmental	25,000	-	914	21,713	47,627
Recreation	-	-	-	6,781,451	6,781,451
Miscellaneous	1,410,522	178,072	12,356	-	1,600,950
Total Operating Revenues	10,978,093	5,813,449	3,846,377	6,803,164	27,441,083
Operating Expenses:					
Personnel costs	3,916,228	2,172,544	1,740,921	3,676,920	11,506,613
Depreciation	2,650,981	580,187	247,225	2,027,649	5,506,042
Utilities	724,754	52,625	56,215	914,834	1,748,428
Purchased water	741,154	-	-	-	741,154
Wastewater treatment costs	104,850	-	-	-	104,850
Disposal fees	-	1,095,371	1,204,475	-	2,299,846
Repairs and maintenance	863,055	318,778	118,924	231,520	1,532,277
Chemicals and supplies	358,142	1,399	-	70,742	430,283
Professional services	483,002	19,878	32,061	144,864	679,805
Office expense	241,534	61,855	190,637	404,223	898,249
Insurance	(39,029)	31,431	22,359	52,567	67,328
Gasoline and fuel	92,637	205,236	30,949	19,801	348,623
Rent	12,521	1,189	4,604	-	18,314
Concessions	-	-	-	246,641	246,641
Miscellaneous	849,418	759,472	440,900	140,327	2,190,117
Total Operating Expenses	10,999,247	5,299,965	4,089,270	7,930,088	28,318,570
Operating Income (Loss)	(21,154)	513,484	(242,893)	(1,126,924)	(877,487)
Nonoperating Revenues (Expenses):					
Interest on investments	690	160	84	151	1,085
Bond interest and fees	(1,416,389)	-	-	(666,191)	(2,082,580)
Gain (loss) on disposal of capital assets	(51,871)	(10,436)	(3,876)	(73,592)	(139,775)
Equity loss in joint venture	(78,824)	-	-	-	(78,824)
Total Nonoperating Revenues (Expenses)	(1,546,394)	(10,276)	(3,792)	(739,632)	(2,300,094)
Loss Before Capital Contributions and Transfers	(1,567,548)	503,208	(246,685)	(1,866,556)	(3,177,581)
Capital contributions	203,588	-	-	296,339	499,927
Transfers in	-	-	-	675,329	675,329
Changes In Net Position	(1,363,960)	503,208	(246,685)	(894,888)	(2,002,325)
Net Position - Beginning of Year, Restated	40,939,380	2,827,195	2,469,119	14,306,424	60,542,118
Net Position - End of Year	$ 39,575,420	$ 3,330,403	$ 2,222,434	$ 13,411,536	$ 58,539,793

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CITY OF ST. PETERS, MISSOURI

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Major Enterprise Funds				
	Waterworks/ Sanitary Sewer	Solid Waste	Central Materials Processing Facility	Recreation	Total Enterprise Funds
Cash Flows From Operating Activities:					
Receipts from customers	$ 9,538,255	$ 5,606,201	$ 3,830,704	$ 6,751,479	$ 25,726,639
Payments to suppliers	(4,267,751)	(2,467,794)	(2,101,394)	(2,232,152)	(11,069,091)
Payment to employees	(4,004,072)	(2,239,415)	(1,788,216)	(3,724,542)	(11,756,245)
Other receipts	1,545,635	184,069	15,325	(45,321)	1,699,708
Net Cash Provided By (Used In) Operating Activities	2,812,067	1,083,061	(43,581)	749,464	4,601,011
Cash Flows Provided By (Used In) Noncapital Financing Activities:					
Transfers in	-	-	-	675,329	675,329
Advances on (repayments of) internal balances	(114,243)	(59,559)	1,101	5,803	(166,898)
Net Cash Provided By (Used In) Noncapital Financing Activities	(114,243)	(59,559)	1,101	681,132	508,431
Cash Flows From Capital and Related Financing Activities:					
Acquisition and construction of capital assets, net	(1,371,442)	(872,494)	(189,718)	(351,481)	(2,785,135)
Proceeds from sale of capital assets	4,150	-	5,970	-	10,120
Principal paid on bonds	(1,930,000)	-	-	(715,000)	(2,645,000)
Issuance of revenue bonds	7,500,000	-	-	-	7,500,000
Interest and fees paid on bonds	(410,675)	-	-	(638,541)	(1,049,216)
Net Cash Used In Capital and Related Financing Activities	3,792,033	(872,494)	(183,748)	(1,705,022)	1,030,769
Cash Flows Provided By Investing Activities:					
Interest received on investments	690	160	84	151	1,085
Net Increase (Decrease) In Cash And Cash Equivalents	6,490,547	151,168	(226,144)	(274,275)	6,141,296
Cash and Cash Equivalents - Beginning of Year	6,798,748	1,181,517	987,117	2,098,707	11,066,089
Cash and Cash Equivalents - End of Year	$ 13,289,295	$ 1,332,685	$ 760,973	$ 1,824,432	$ 17,207,385
Reconciliation of Operating Income (Loss) to Net Cash Provided By (Used In) Operating Activities:					
Operating income (loss)	$ (21,154)	$ 513,484	$ (242,893)	$ (1,126,924)	$ (877,487)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation expense	2,650,981	580,187	247,225	2,027,649	5,506,042
(Increase) decrease in assets:					
Services receivable	14,692	(29,176)	(2,403)	-	(16,887)
Miscellaneous receivable	102,169	5,997	2,169	(55,164)	55,171
Inventory	(1,400)	(534)	(29,691)	(3,147)	(34,772)
Increase (decrease) in liabilities:					
Accounts payable	165,687	79,974	29,421	(3,486)	271,596
Accrued payroll	24,714	7,419	808	11,766	44,707
Accrued vacation	2,606	(5,245)	(5,974)	(6,703)	(15,316)
Deposits held for others	7,972	-	(114)	(15,661)	(7,803)
Other liabilities	(134,200)	(69,045)	(42,129)	(78,866)	(324,240)
Total Adjustments	2,833,221	569,577	199,312	1,876,388	5,478,498
Net Cash Provided By (Used In) Operating Activities	$ 2,812,067	$ 1,083,061	$ (43,581)	$ 749,464	$ 4,601,011

Noncash Investing, Capital and Financing Activities:

During fiscal year 2015, the Waterworks/Sanitary Sewer Fund received $203,588 in contributed water and sewer lines from developers and incurred a $78,824 equity loss in joint venture. The Recreation Fund received $296,339 in contributed capital from governmental activities.

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CITY OF ST. PETERS, MISSOURI

STATEMENT OF FIDUCIARY NET POSITION - OTHER POST EMPLOYMENT BENEFITS TRUST FUND SEPTEMBER 30, 2015

ASSETS:	
Cash and investments:	
Held by trustees:	
Money market mutual funds	$ 87,219
Domestic equity investments:	
Exchange traded funds	787,700
Mutual funds	4,372,935
International equities:	
Exchange traded funds	516,048
Mutual funds	511,087
Fixed income investments:	
Credit	893,886
Diversified taxable mutual funds	3,634,303
Other	46,623
Alternative investments:	
Hedge funds	567,718
Infrastructure	243,637
Traded real estate	162,185
Receivables, net of allowances:	
Interest	7,196
Prepaid items	14,413
Total Assets	11,844,950
LIABILITIES:	
Accounts payable	92,016
Unearned revenue	6,542
Total Liabilities	98,558
NET POSITION:	
Restricted for other post employment benefits	$ 11,746,392

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CITY OF ST. PETERS, MISSOURI

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION - OTHER POST EMPLOYMENT BENEFITS TRUST FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

ADDITIONS:	
Contributions:	
City of St. Peters	$ 643,600
Plan members	121,225
Total Contributions	764,825
Investment income:	
Interest and dividends	744,959
Net depreciation in the fair value of plan investments	(906,545)
Total Investment Income	(161,586)
Total Additions	603,239
DEDUCTIONS:	
Benefit payments	610,797
Administrative and general expenses:	
Insurance, taxes and other premiums	240,303
Professional fees	50,217
Total administrative and general expenses	290,520
Total Deductions	901,317
CHANGE IN NET POSITION	(298,078)
NET POSITION RESTRICTED FOR OTHER POST EMPLOYMENT BENEFITS:	
BEGINNING OF YEAR	12,044,470
END OF YEAR	$ 11,746,392

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1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of St. Peters, Missouri (the City) was incorporated in 1910. The City operates as a fourth-class city under the Missouri state statutes under the Board of Aldermen/City Administrator form of government. The Board of Aldermen is comprised of eight Aldermen and a Mayor. The City provides the following services: public safety (police), public works, public improvements, water and sanitary sewer, residential trash collection, recreation, community development, health, planning and zoning, and general administration.

The accounting policies and financial reporting practices of the City conform to accounting principles generally accepted in the United States of America applicable to governmental entities. The following is a summary of the more significant accounting policies:

Reporting Entity

The City defines its reporting entity to include all component units for which the City's governing body is financially accountable or closely related. The City's financial reporting entity consists of the City and its component units.

Discretely Presented Component Units: The component unit column in the statement of net position and statement of activities includes the financial data of the City's discretely presented component unit, which is reported in a separate column to emphasize that it is legally separate from the City.

> The City of St. Peters Natatorium Foundation (the Foundation) is a not-for-profit corporation organized for the purpose of accepting contributions from the community and using the resources to fund improvements to the St. Peters Rec-Plex natatorium. The Foundation is discretely presented since the entire purpose of the Foundation is to benefit the City's natatorium; therefore, exclusion from the City's financial report would render the financial statements incomplete or misleading. The accounting policies and financial reporting practices of the Foundation conform to accounting principles generally accepted in the United States of America applicable to not-for-profit entities. The Foundation has only one fund. There are no separate financial statements issued for the Foundation.

Joint Venture: The City has entered into the following multi-governmental arrangement creating an organization that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control, in which the City retains an ongoing financial interest or an ongoing financial responsibility.

> The St. Peters-St. Charles Water Pipeline Project (the Water Pipeline Project) was formed under the laws of the State of Missouri on October 2, 1985. The purpose of the Water Pipeline Project is to construct and operate a water pipeline and appurtenant facilities from the Howard Bend Treatment Plant, owned and operated by the City of St. Louis, Missouri, to the separate facilities of the municipalities of St. Peters, Missouri, and St. Charles, Missouri, in order to adequately supply water by the pipeline to the citizens and businesses of the municipalities. The Water Pipeline Project is owned by the City of St. Peters

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(31.8%) and the City of St. Charles (68.2%). The City of St. Peters is responsible for managing and accounting for the daily operations of the Water Pipeline Project, except when concurrence of both cities is required. Additional information regarding the Water Pipeline Project is provided in Note 9.

Basis Of Presentation

The City's basic financial statements include both government-wide (reporting on the City as a whole) and fund financial statements (reporting the City's major, and in the aggregate nonmajor, funds).

Government-Wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all nonfiduciary activities of the City. The effect of interfund activity has been removed from these statements, with the exception of interfund services provided and used. Governmental activities, which normally are supported by taxes, intergovernmental revenues and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external parties.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Taxes, unrestricted interest earnings and other items not included among program revenues are reported instead as general revenues. The government-wide focus is on the sustainability of the City as an entity and the change in the City's net position resulting from the current year's activity.

Fund Financial Statements

Following the government-wide financial statements are separate financial statements for governmental funds, proprietary funds and fiduciary funds. Fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements. All other governmental funds are reported in one column labeled "Other Governmental Funds." The total fund balances for all governmental funds is reconciled to total net position for governmental activities as shown on the statement of net position. The net change in fund balance for all governmental funds is reconciled to the total change in net position as shown on the statement of activities in the government-wide financial statements.

Fund Accounting

The City uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with self-balancing accounts. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. There are three categories of funds used by the City, governmental, proprietary and fiduciary.

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Governmental Funds

Governmental funds are those through which most governmental functions of the City are financed. The acquisition, use, and balances of the City's expendable financial resources and the related liabilities (except those accounted for in proprietary funds) are accounted for through governmental funds. The measurement focus is upon determination of and changes in financial position rather than upon net income. The following are the City's major governmental funds:

General - The general fund is the main operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Transportation Trust - The transportation trust fund is used to account for transportation sales tax revenues and grants to be used for the construction, repair and maintenance of streets, roads and bridges.

Local Parks And Stormwater - The local parks and stormwater fund is used to account for one-tenth sales tax revenue and grant proceeds to be used for park and stormwater projects.

Special Allocation - City Centre - The special allocation fund - City Centre is used to account for revenues generated by the City Centre TIF district for the payment of debt service and other TIF related expenditures.

Debt Service - The debt service fund is used to account for the accumulation of resources for, and the payment of, governmental long-term debt principal, interest and related costs.

Capital Projects - The capital projects fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities.

The other governmental funds of the City are considered nonmajor. They are special revenue funds, which account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

Proprietary Funds

Proprietary funds are used to account for activities that are similar to those found in the private sector. The measurement focus used is the economic resources measurement focus. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The City has four enterprise funds which are all considered major funds as follows:

Waterworks/Sanitary Sewer - The waterworks/sanitary sewer fund is used to account for the billing and collection of charges for water and sanitary sewer services for customers of the waterworks and sanitary sewer system. Revenues are used to pay for both operating expenses and capital costs to maintain these services.

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Solid Waste - The solid waste fund is used to account for the provision of solid waste collection to the residents of the City. All activities necessary to provide such services are accounted for in this fund.

Central Materials Processing Facility - The central materials processing facility fund is used to account for revenues and expenses resulting from the processing of solid waste. Trash and recyclable materials are sorted by recyclable type (i.e., cardboard, newspaper, plastic, glass, aluminum, etc.). The sorted recyclables are then baled and sold to companies that use recyclable material in the manufacturing of their products. The remaining material (trash) is taken to a landfill.

Recreation Fund - The recreation fund is used to account for activities of the City's recreation operations.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

The principal operating revenues of the Enterprise Funds are charges to customers for sales and services. Operating expenses for the Enterprise Funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

Fiduciary Fund Type - Trust And Agency Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. Trust funds are accounted for and reported similar to proprietary funds. The City's trust fund accounts for post-employment health care benefits provided to eligible retirees. The City does not have any agency funds.

Measurement Focus

Government-Wide Financial Statements

The government-wide financial statements are prepared using the economic resources measurement focus. All assets, deferred outflows/inflows of resources and all liabilities associated with the operation of the City are included on the statement of net position.

Fund Financial Statements

All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets, deferred outflows/inflows of resources and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports on the

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sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds.

Like the government-wide statements, all proprietary funds are accounted for on a flow of economic resources measurement focus. All assets, deferred outflows/inflows of resources and all liabilities associated with the operation of these funds are included on the statement of net position. The statement of changes in fund net position presents increases (i.e., revenues) and decreases (i.e., expenses) in total net position. The statement of cash flows provides information about how the City finances and meets the cash flow needs of its proprietary activities.

Basis Of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements, proprietary and fiduciary funds are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Differences in the accrual and modified accrual basis of accounting arise in the recognition of revenue, the recording of unearned and deferred revenue and in the presentation of expenses versus expenditures.

Revenues - Exchange And NonExchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current year.

Nonexchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the taxes are levied (Note 3). Revenue from grants, entitlements and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from nonexchange transactions must also be available before it can be recognized. For the City, available means expected to be received within 60 days of year end.

Under the modified accrual basis, the following revenue sources are considered to be both measurable and available at year end: state-levied locally shared taxes (including gasoline tax), fines and forfeitures, licenses and permits, interest, grants and rentals.

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Unearned Revenues

Unearned revenue arises when assets are recognized before revenue recognition criteria has been satisfied. Certain grants received before eligibility requirements are met are reported as unearned revenues.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred.

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable. However, principal and interest on general long-term debt, which have not matured are recognized when paid. Allocations of cost, such as depreciation and amortization, are not recognized in governmental funds.

Cash And Cash Equivalents And Investments

The City's cash and cash equivalents consist of highly liquid investments (including restricted assets) with maturity dates within three months of the date acquired by the City. Investments consist of those investments with maturity dates greater than three months at the time of purchase by the City. Investments that have a maturity date of less than one year at the time of purchase are carried at cost or amortized cost because of their short-term maturities. Investments that have a maturity date of greater than one year at the time of purchase are carried at fair value. Fair value is based on quoted market prices.

Prepaid Items

Payments made to vendors for services that will benefit periods beyond the fiscal year end are recorded as prepaid items. The cost of governmental fund-type prepaid items is recorded as expenditures when consumed rather than when purchased.

Inventories

Inventories are valued at cost, which approximates market, using the first-in, first-out (FIFO) method. The cost of governmental fund-type inventories is recorded as expenditures when consumed rather than when purchased.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of funds are recorded, is employed within the governmental fund financial statements. Encumbrances outstanding at year-end do not constitute expenditures or liabilities and are reported as assigned fund balance to indicate that a portion of the fund balance is not available for subsequent appropriation.

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Capital Assets

Capital assets, which include property, plant, equipment and prospectively reported infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined as assets with an initial, individual cost of $5,000 or more for general capital assets and $25,000 or more for infrastructure, and an estimated useful life in excess of one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not enhance functionality or materially extend the life of an asset are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings	30 years
Structures and improvements	20 years
Water and sewer lines	50 years
Streets, bridges and sidewalks	12 - 50 years
Furniture and other equipment	5 - 8 years
Vehicles	5 years
Computer equipment	5 years
Software	3 years
Land improvement	20 years
Pool equipment	5 years

Compensated Absences

City employees earn vacation during the current year which must be taken in the subsequent year. Accrued vacation time is recognized as a liability when incurred and any unused accumulated vacation is payable to employees upon termination. Based upon the policy of the City, all of the accrued vacation is due within one year and is recorded in the government-wide and proprietary fund financial statements as a short-term liability. A liability for these amounts is reported in governmental funds only if the amounts due at year end have matured. Sick leave benefits do not vest and are recorded as expenditures when paid. Compensated absences are typically liquidated by the general fund or the respective fund from which the employee is paid.

Other Post Employment Benefit Obligation

The City calculates and records a net other post employment benefit obligation (OPEB) in the government-wide and proprietary funds financial statements. The net OPEB is, in general, the cumulative difference between the actuarial required contribution and the actual contributions since October 1, 2008, the required date of implementation. The City was not required to and elected not to retroactively implement GASB 45. Details relating to the City's postretirement health care benefits provided, OPEB liability and its calculation are provided at Note 12. The obligation is typically liquidated by the general fund or the respective fund from which the employee is paid.

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Long-Term Liabilities

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable, as reported in the statement of net position, are adjusted by the applicable bond premium or discount.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. The accounting for long-term liabilities in the proprietary funds is the same as it is in the government-wide financial statements.

Deferred Outflows/Inflows Of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government reports a deferred charge on refunding reported in the government-wide-statement and proprietary fund statements of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of net position and balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The governmental funds report unavailable revenues from three sources: property taxes, contributions and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

In the government-wide and proprietary fund financial statements, components of pension expense that are recognized over a period of time are classified as either deferred outflows of resources (using plan assets that are applicable to a future reporting period) or deferred inflows of resources (acquiring plan assets that are applicable to a future reporting period). Employer contributions subsequent to the measurement date of the net pension liability are required to be reported as deferred outflows of resources.

Pensions

The City records a net pension (asset) liability in the government-wide and proprietary fund financial statements for its defined benefit plan. The (asset) liability is calculated as the portion of the present value of projected benefit payments to be provided through the pension plan to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the pension plan's fiduciary net position.

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For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Missouri Local Government Employees Retirement System (LAGERS) and additions to/deductions from LAGERS fiduciary net position have been determined on the same basis as they are reported by LAGERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The pension obligation is typically liquidated by the general fund or the respective fund from which the employee is paid. Details of the City's defined benefit plan are provided in Note 5.

Interfund Activity

Transfers of resources from a fund receiving revenue to the fund through which the resources are to be expensed are recorded as other financing sources (uses) in the governmental fund financial statements.

In the process of aggregating data for the statement of net position and the statement of activities, some amounts reported as interfund activity and balances in the funds were eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities within the governmental activities column.

Governmental Fund Balances

In the governmental fund financial statements the following classifications are used to define the governmental fund balances:

Nonspendable - This consists of the governmental fund balances that are not in spendable form or legally or contractually required to be maintained intact. The City's nonspendable fund balance consists of inventory and prepaid items.

Restricted - This consists of the governmental fund balances that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation. The City's restricted funds consist of various taxes approved by voters for specific purposes, capital projects, sewer lateral projects, water line repair projects, grants, police services, tourism, TIF projects, stormwater projects and debt obligations.

Committed - This consists of the governmental fund balances that can only be used for specific purposes pursuant to constraints imposed by formal action (resolution) of the Board of Aldermen, the City's highest level of decision-making authority. The City's committed fund balance consists of the contingency reserve as outlined below.

Assigned - This consists of the governmental fund balances that are intended to be used for specific purposes by the Board of Aldermen. The City's assigned fund balance includes capital projects, monies budgeted in the subsequent year and general fund contractual obligations (encumbrances) not previously accounted for.

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Assigned encumbrances by function are as follows:

Function	Amount
General government	$ 9,922
Administration	253,565
Police	10,511
Engineering	34,345
Maintenance	5,318
Health	103
Parks and recreation	23,855
Communications	1,791
Total	**$ 339,410**

Unassigned - This consists of the governmental funds that do not meet the definition of "nonspendable," "restricted," "committed," or "assigned." The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

General Fund Contingency Reserve Policy

During fiscal year 2013 the City utilized tools provided by the Government Finance Officers Association of the United States and Canada (GFOA) to determine the appropriate level of Contingency Reserve for the City's General Fund. The City completed the GFOA Risk Evaluation Tool, and based upon the results of the assessment; the City has determined the targeted General Fund Contingency Reserve to be two months regular, ongoing operating expenses. The Board of Alderman then adopted an ordinance establishing a General Fund Contingency Reserve Policy of two months regular, ongoing operating expenses (which at the time amounted to approximately $5,000,000). The ordinance requires the City to create a Contingency Reserve within the General Fund. The City transferred $2,500,000 into the Contingency Reserve during Fiscal Year 2014 and the Contingency Reserve will be increased by $500,000 in each subsequent Fiscal Year until the targeted amount of $5,000,000 is reached. The City's additional funding of the Contingency Reserve will be incorporated into the Five Year Capital Improvement Plan adopted by the Mayor and Board of Aldermen as part of the City's long-range planning process. After the initial target of $5,000,000 is reached, the City Administrator will reevaluate the Contingency Reserve level necessary to cover two months operating expenses in future years and incorporate the funding of the Contingency Reserve into the draft Five Year Capital Improvement Plan and draft Budget documents submitted to the Mayor and Board of Aldermen each year. It is the intent of the City to limit use of the Contingency Reserve to address unanticipated, non-recurring needs. The Contingency reserve shall not normally be applied to recurring annual operating expenditures. However, it may be used to allow time for the City to restructure its operations in a deliberate manner (as might be required in an economic downturn), but such use will only take place

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pursuant to an appropriation in the Annual Budget. In addition, the Contingency Reserve may be spent in the event of an emergency or a fiscal crisis for the following purposes:

- To correct revenue cash-flow shortfalls
- To correct unforeseen annual revenue budgetary shortfalls
- To the extent permitted by law, to make temporary or emergency operating transfers to any other City Fund
- For emergency repairs, replacements or expenditures

In the event that the Contingency Reserve is used as provided above, a plan will be developed and included in the Five Year Capital Plan adopted by the Mayor and Board of Aldermen for the years subsequent to the Contingency Reserve draw to replenish the Contingency Reserve to the targeted level.

The City Administrator is directed to submit future draft Annual Budget and Five Year Capital Improvement Plan documents that reach the goals established by this policy.

Any modifications made to this policy must be approved by the Board of Aldermen.

Net Position

In the government-wide financial statements, net position is displayed in three components as follows:

Net Investment In Capital Assets - This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction or improvements of those assets.

Restricted - This consists of net position that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation.

Unrestricted - This consists of net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Use Of Restricted Resources

When an expense is incurred that can be paid using either restricted or unrestricted resources (net position), the City's policy is to first apply the expense toward restricted resources and then toward unrestricted resources. In governmental funds, the City's policy is to first apply the expenditure toward restricted fund balance and then to other, less-restrictive classifications-committed and then assigned fund balances before using unassigned fund balances.

Investment In Joint Venture

The City's investment in the St. Peters - St. Charles Water Pipeline Project (the Joint Venture) is recorded on the equity method of accounting, taking into consideration capitalized interest.

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Estimates And Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the City to make estimates and assumptions that affect the reported amounts of assets and liabilities at fiscal year end and revenues and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

Adoption Of New Accounting Standards

For the year ended September 30, 2015, the City adopted GASB Statement No. 68, "Accounting and Reporting for Pensions", as amended by GASB Statement No. 71, "Pension Transition for Contributions Made Subsequent to the Measurement Date". The objective of these statements is to revise and establish new financial reporting requirements for most governments that provide their employees with pension benefits. At transition, a government must recognize a beginning deferred outflow of resources for its pension contributions, if any, made subsequent to the measurement date of the beginning net pension liability. As a result, the net position for the year ended September 30, 2014 has been restated as follows:

Government-Wide Financial Statements:

	Governmental Activities	Business-Type Activities	Total
Net position, September 30, 2014, as previously reported:	$ 274,733,795	$ 59,774,739	$334,508,534
To eliminate the net pension (asset) obligation prior to GASB Statement No. 68	135,138	54,682	189,820
To record the net pension asset (obligation) at the beginning of the year according to GASB Statement No. 68	1,409,912	465,274	1,875,186
To record a deferred outflows for contributions made after the prior year measurement date and before the prior year employer reporting date according to GASB Statement No. 71	677,980	247,423	925,403
Net position, September 30, 2014, restated	$ 276,956,825	$ 60,542,118	$337,498,943

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Proprietary Fund Financial Statements:

	Waterworks/ Sanitary Sewer	Solid Waste	Central Materials Processing Facility	Recreation	Total
Net position, September 30, 2014, as previously reported:	$ 40,626,759	$ 2,652,758	$ 2,341,850	$ 14,153,372	$ 59,774,739
To eliminate the net pension (asset) obligation prior to GASB Statement No. 68	20,987	11,646	10,518	11,531	54,682
To record the net pension asset (obligation) at the beginning of the year according to GASB Statement No. 68	190,389	106,276	76,219	92,390	465,274
To record a deferred outflows for contributions made after the prior year measurement date and before the prior year employer reporting date according to GASB Statement No. 71	101,245	56,515	40,532	49,131	247,423
Net position, September 30, 2014, restated	$ 40,939,380	$ 2,827,195	$ 2,469,119	$ 14,306,424	$ 60,542,118

2. DEPOSITS AND INVESTMENTS

Investment Policy

The City's Deputy Investment Officer, subject to the review of the Investment Officer, is authorized to invest excess cash in any investments authorized by the City's investment policy. The City's investment policy conforms to the investment policy guidelines set forth by the State of Missouri. The City's investment policy authorizes the City to invest in the following instruments: insured or collateralized certificates of deposit, certain collateralized repurchase agreements, direct obligations of any state in the United States and certain Missouri governmental entities (as outlined in the policy) that are rated "AAA" by Standard & Poor's Corporation and/or "Aaa" by Moody's Investor Service at the time of purchase, direct obligations of the United States of America and obligations issued or guaranteed by certain agencies of the United States of America (as outlined in the policy). As of September 30, 2015, all of the City's investments were in compliance with the City's investment policy.

Any bond ordinance, contract or other document, which imposes more stringent standards for investments than those set forth in the policy, shall govern the investment of such funds. To the extent the City's policy shall impose more stringent standards for investments than those set forth in any bond ordinance, contract or other document, the City's policy shall govern such investments.

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As of September 30, 2015, the City's deposit and investment balances were as follows:

Deposit/Investment Type	Carrying Value
Deposits	$47,204,467
Money market mutual funds	2,157,172
U.S. government security	4,997,650
	$54,359,289

As of September 30, 2015, the discretely presented component unit's investment balances were as follows:

Discretely Presented Component Unit

Money market funds	$ 17,275
Stocks - domestic	505,840
Stocks - foreign	83,215
Mutual funds - domestic	271,707
Mutual funds - international	333,187
Fixed income mutual funds (domestic)	551,929
Fixed income mutual funds (international)	131,273
	$ 1,894,426

The discretely presented component unit is not required to adopt the provision of GASB 40.

Fiduciary Trust Investments

Money market mutual funds	$ 87,219
Exchange traded funds - domestic	787,700
Mutual funds - domestic	4,372,935
Exchange traded funds - foreign	516,048
Mutual funds - international	511,087
Fixed income investments - credit	893,886
Fixed income investments - diversified taxable mutual funds	3,634,303
Fixed income investments - emerging markets	46,623
Hedge funds	567,718
Infrastructure	243,637
Traded real estate	162,185
	$ 11,823,341

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Since the investment strategies and associated risks for the City's Fiduciary Trust fund is substantially different than those of the remainder of the City, the investment disclosures for the Fiduciary Trust are presented separately.

Interest Rate Risk

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. As of September 30, 2015, the City had the following investments and maturities:

Investment	Carrying Value	Investment Maturities (In Years) Less than 1	1 - 5
City:			
Money market mutual funds	$ 2,157,172	$ 2,157,172	$ -
U.S. government security	4,997,650	4,997,650	
	$ 7,154,822	$ 7,154,822	$ -

Generally, all investments shall be held to maturity to avoid market losses. To enable investments to be held to maturity, investments shall be made in a manner that ensures the availability of funds on a timely and adequate basis for payment of general expenditures and capital outlay projects. Maturity limitations shall depend on fund type (i.e., short-term or long-term). All funds shall be considered short-term, except those for debt service reserves, capital projects, special assessment funds and trust funds, unless otherwise determined by the Investment Officer consistent with the policy.

Market price volatility risk and reinvestment risk shall be controlled through maturity diversification.

All repurchase agreements shall have a maturity of no longer than 30 days. No more than 15% of the City's portfolio shall be invested in repurchase agreements, unless approval has been obtained by the Board of Aldermen.

Short-term fund investment maturities shall be scheduled to coincide with projected cash flow needs, considering anticipated revenues and large routine expenditures (e.g. payroll). Short-term funds shall be invested in instruments whose maturities do not exceed one year at the time of purchase.

At no time shall the City invest short-term funds with a maturity date of over one year without the approval of the Board of Aldermen prior to commitment of such funds.

Debt service reserve funds may be invested for a period corresponding to the maturity on the bonds that such debt service reserve fund secures. All other long-term funds may be invested with maturities that generally coincide with the expected fund uses. Long-term funds may only be invested in investments that are permitted in the policy.

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Investment Credit Risk

The City will minimize the credit risk, the risk of loss due to failure of the security issuer or backer, by pre-qualifying the financial institutions, broker/dealers, advisors and depositories with which the City will do business. The City will also diversify the portfolio so that potential losses on individual securities will be minimized.

The City's credit ratings associated with their investments are as follows:

Money market mutual funds	AAA
U.S. government security	AA

Concentration of Credit Risk

The City's investment policy places no specific limits on the amount the City may invest in any one issuer as a percentage of the total portfolio, with the exception of repurchase agreements, which are limited to 15% of the portfolio. The City employs the "prudent person" standard, as defined in the policy, to determine the instrument type and maturity that the City invest its funds in. As of September 30, 2015, the City had $4,997,650 invested in a U.S. government security that was not subject to concentration of credit risk.

Custodial Credit Risk

For investments, custodial credit risk is the risk that in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. In accordance with its policy, the City addresses custodial credit risk by pre-qualifying institutions with which the City places investments, diversifying its investment portfolio and maintaining the "prudent person" standard of quality for its investments.

For deposits, custodial credit risk is the risk that in the event of bank failure, the City's deposits may not be returned to it. Protection of the City's deposits is provided by the Federal Deposit Insurance Corporation, by eligible securities pledged by the financial institution, by surety company bonds or by a single collateral pool established by the financial institution.

Fiduciary Trust Investments

The Fiduciary Trust Fund is governed by City of St. Peters Post Retirement Medical Trust (the "Trust") guidelines. The Trust will be for the benefit of former employees who have retired directly from service with the City.

The Trust is authorized to invest in the following types of investments:

a. Equity funds, which are primarily invested in common stocks of publicly traded companies, as well as securities that can be converted into common stocks. Equity strategies may include large, mid and small capitalization investments. International equity strategies may include developed markets and emerging markets investments.

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b. Fixed income, which may be comprised of individually managed bonds, mutual funds and exchange traded funds. Fixed income investments shall consist of U.S. Treasury Government Agencies, Corporate, Mortgage Backed, Taxable Municipal and Asset Backed Securities. A portion of the fixed income allocation may be invested in international, high yield and emerging market bond funds.

Interest Rate Risk

As of September 30, 2015, the Trust had the following investments and maturities:

		Investment Maturities (In Years)		
Investment Type	**Carrying Value**	**Not Applicable**	**Less Than 1**	**1 - 5**
Fiduciary Trust:				
Money Market Mutual Funds	$ 87,219	$ -	$ 87,219	$ -
Exchange Traded Funds - Domestic	787,700	787,700	-	-
Exchange Traded Funds - Foreign	516,048	516,048	-	-
Mutual Funds:				
Domestic	4,372,935	4,372,935	-	-
International	511,087	511,087	-	-
Fixed Income - Diversified Taxable	3,634,303	-	3,634,303	-
Fixed Income Investments - Credit	893,886	-	893,886	-
Fixed Income Investments - Emerging Markets	46,623	-	46,623	-
Hedge Funds	567,718	567,718	-	-
Infrastructure	243,637	243,637	-	-
Traded Real Estate	162,185	162,185	-	-
	$ 11,823,341	$ 7,161,310	$ 4,662,031	$ -

The Trust plan requires active managers to manage the effective duration of their portfolio type comparable to their peers and relative to specific indices outlined in the Plan's policies.

Custodial Credit Risk

The Trust plan does not have a specific policy addressing custodial credit risk. The Pension Trust was not subject to custodial credit risk this year.

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Investment Credit Risk

The Trust plans investment policies limit its investment choices, as documented above. The credit ratings associated with their investments subject to credit risk have average ratings by Standard & Poor's or Moody's as follows:

	Investment Type					
Ratings	Money Market Mutual Funds	Fixed Income Mutual Funds	Fixed Income Investments - Emerging Markets	Fixed Income - Credit	Infrastructure	Unrated
AAA	$ 87,219	$ -	$ -	$ -	$ -	$ -
AA	-	1,627,088	-	-	-	-
A	-	2,007,215	-	893,886	243,637	-
BBB	-	-	46,623	-	-	-
Unrated	-	-	-	-	-	6,917,673
	$ 87,219	$ 3,634,303	$ 46,623	$ 893,886	$ 243,637	$ 6,917,673

Concentration of Investment Credit Risk

The Trust's investment policy allows the following ranges for asset classes:

Equity	40% to 60%
Fixed Income	10% to 40%
Money Markets	1% to 40%
Alternative Investments*	up to 10%

* including pooled real estate/real estate investment trusts, hedge funds, commodity funds, etc.

Concentration of credit risk is required to be disclosed by the City for any single investment that represents 5% or more of total investments (excluding investments issued by or explicitly guaranteed by the U.S. Government, investments in mutual funds, investments in external investment pools and investments in other pooled investments). At September 30, 2015, the Fiduciary Trust Fund's investments were not subject to concentration of credit risk.

3. PROPERTY TAX

The City's property tax is levied annually, on or before September 1, based on the assessed valuation of property located in the City as of the previous January 1. Assessed valuations are established by the St. Charles County Assessor. The City tax rate was levied at $.77 per $100 of assessed valuation, of which $.6282 is for general revenue purposes and $.1418 for the payment of principal and interest on general obligation bonds. Taxes billed November 1, are due and collectible on December 31, and are delinquent and represent a lien on related property on January 1 of the following year. Taxes are billed, collected and remitted to the City by the St. Charles County Collector.

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4. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2015:

	Balance October 1, 2014	Additions and transfers	Retirements and transfers	Balance September 30, 2015
Governmental Activities:				
Capital assets, not being depreciated:				
Land and land improvements	$ 158,014,093	$ 7,364,507	$ -	$ 165,378,600
Construction in progress	7,203,442	6,334,778	4,575,714	8,962,506
Total capital assets not being depreciated	165,217,535	13,699,285	4,575,714	174,341,106
Capital assets, being depreciated:				
Structures and improvements	54,066,367	912,831	227,352	54,751,846
Machinery and equipment	14,424,494	635,621	1,162,909	13,897,206
Furniture and fixtures	568,454	-	250,092	318,362
Vehicles	6,254,343	833,739	265,438	6,822,644
Infrastructure	236,150,161	8,173,429	3,380,357	240,943,233
Total capital assets being depreciated	311,463,819	10,555,620	5,286,148	316,733,291
Less - accumulated depreciation for:				
Structures and improvements	21,738,984	1,863,370	170,956	23,431,398
Machinery and equipment	12,086,764	891,484	1,040,216	11,938,032
Furniture and fixtures	365,088	53,013	166,744	251,357
Vehicles	4,650,635	591,078	251,824	4,989,889
Infrastructure	121,745,011	7,728,930	3,380,357	126,093,584
Total accumulated depreciation	160,586,482	11,127,875	5,010,097	166,704,260
Total capital assets being depreciated, net	150,877,337	(572,255)	276,051	150,029,031
Governmental activities, capital assets, net	$ 316,094,872	$ 13,127,030	$ 4,851,765	$ 324,370,137

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	Balance October 1, 2014	Additions and Transfers	Retirements and Transfers	Balance September 30, 2015
Business-Type Activities:				
Waterworks/Sanitary Sewer:				
Capital assets, not being depreciated:				
Land and land rights	$ 1,289,356	$ -	$ -	$ 1,289,356
Construction in progress	120,522	277,333	64,009	333,846
Total capital assets not being depreciated	1,409,878	277,333	64,009	1,623,202
Capital assets, being depreciated:				
Structures and improvements	57,994,534	227,625	69,948	58,152,211
Water lines	24,194,022	170,234	236,886	24,127,370
Sewer lines	22,688,629	151,352	154,459	22,685,522
Machinery, equipment and vehicles	5,187,192	993,912	556,126	5,624,978
Furniture, fixtures and other assets	4,638	-	4,638	-
Total capital assets being depreciated	110,069,015	1,543,123	1,022,057	110,590,081
Less: Accumulated depreciation for:				
Structures and improvements	31,231,934	1,299,876	51,272	32,480,538
Water lines	8,396,623	516,173	89,205	8,823,591
Sewer lines	8,196,501	455,368	56,224	8,595,645
Machinery, equipment and vehicles	4,343,000	379,427	535,924	4,186,503
Furniture, fixtures and other assets	4,483	137	4,620	-
Total accumulated depreciation	52,172,541	2,650,981	737,245	54,086,277
Total capital assets being depreciated, net	57,896,474	(1,107,858)	284,812	56,503,804
Waterworks/sanitary sewer capital assets, net	$ 59,306,352	$ (830,525)	$ 348,821	$ 58,127,006
Solid Waste:				
Capital assets, not being depreciated:				
Land and land rights	$ -	$ -	$ -	$ -
Construction in progress	-	72,490	-	72,490
Total capital assets not being depreciated	-	72,490	-	72,490
Capital assets, being depreciated:				
Structures and improvements	707,268	2,853	6,504	703,617
Machinery and equipment	1,115,733	-	33,012	1,082,721
Vehicles	5,178,916	797,151	153,859	5,822,208
Total capital assets being depreciated	7,001,917	800,004	193,375	7,608,546
Less: Accumulated depreciation for:				
Structures and improvements	578,455	20,445	6,148	592,752
Machinery and equipment	1,013,676	47,737	22,933	1,038,480
Vehicles	3,968,084	512,005	153,858	4,326,231
Total accumulated depreciation	5,560,215	580,187	182,939	5,957,463
Total capital assets being depreciated, net	1,441,702	219,817	10,436	1,651,083
Solid waste capital assets, net	$ 1,441,702	$ 292,307	$ 10,436	$ 1,723,573

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	Balance October 1, 2014	Additions and Transfers	Retirements and Transfers	Balance September 30, 2015
Business-Type Activities (continued):				
Central Materials Processing Facility:				
Capital assets, not being depreciated:				
Land and land rights	$ -	$ -	$ -	$ -
Construction in progress	-	-	-	-
Total capital assets not being depreciated	-	-	-	-
Capital assets, being depreciated:				
Structures and improvements	4,591,750	104,643	11,169	4,685,224
Machinery and equipment	1,857,225	85,075	19,133	1,923,167
Furniture and fixtures	1,207	-	1,207	-
Vehicles	161,908	-	-	161,908
Total capital assets being depreciated	6,612,090	189,718	31,509	6,770,299
Less: Accumulated depreciation for:				
Structures and improvements	2,806,804	168,264	5,010	2,970,058
Machinery and equipment	1,575,990	78,809	16,232	1,638,567
Furniture and fixtures	270	151	421	-
Vehicles	161,907	1	-	161,908
Total accumulated depreciation	4,544,971	247,225	21,663	4,770,533
Total capital assets being depreciated, net	2,067,119	(57,507)	9,846	1,999,766
Central Materials Processing Facility capital assets, net	$ 2,067,119	$ (57,507)	$ 9,846	$ 1,999,766
Recreation:				
Capital assets, not being depreciated:				
Land and land rights	$ -	$ -	$ -	$ -
Construction in progress	-	-	-	-
Total capital assets not being depreciated	-	-	-	-
Capital assets, being depreciated:				
Structures and improvements	50,217,954	317,001	116,079	50,418,876
Machinery and equipment	1,787,966	330,819	189,379	1,929,406
Furniture and fixtures	48,082	-	31,542	16,540
Vehicles	72,140	-	-	72,140
Total capital assets being depreciated	52,126,142	647,820	337,000	52,436,962
Less: Accumulated depreciation for:				
Structures and improvements	21,524,854	1,881,226	84,645	23,321,435
Machinery and equipment	1,319,815	131,041	154,406	1,296,450
Furniture and fixtures	37,152	3,745	24,357	16,540
Vehicles	54,685	11,637	-	66,322
Total accumulated depreciation	22,936,506	2,027,649	263,408	24,700,747
Total capital assets being depreciated, net	29,189,636	(1,379,829)	73,592	27,736,215
Recreation capital assets, net	$ 29,189,636	$ (1,379,829)	$ 73,592	$ 27,736,215

Capitalized interest totaling $1,489,114 and $1,343,753 is included in the Recreation Fund and Waterworks/Sanitary Sewer Fund capital assets, respectively.

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Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	$ 302,903
Administration	285,195
Police	929,983
Municipal court	2,806
Public works	8,227,213
Engineering	119,504
Maintenance	16,959
Health	169,103
Parks and recreation	939,873
Communications	84,498
Community and arts	49,838
Total depreciation expense - governmental-type activities	$ 11,127,875
Business-Type Activities:	
Waterworks/sanitary sewer	$ 2,650,981
Solid waste	580,187
Central materials processing facilities	247,225
Recreation	2,027,649
Total depreciation expense - business-type activities	$ 5,506,042

5. EMPLOYEES' RETIREMENT SYSTEM

Plan description. The City participates in the Missouri Local Government Employees Retirement System (LAGERS) provides certain retirement, disability and death benefits to plan members and beneficiaries. LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits provided. LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

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	2015 Valuation
Benefit Multiplier:	2.00%
Final Average Salary:	3 Years
Member Contributions:	4.00%

Benefit terms provide for annual post retirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees covered by benefit terms. At September 30, 2015, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	168
Inactive employees entitled to but not yet receiving benefits	69
Active employees	395
	632

Contributions. The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the employer contribute 4% of their gross pay to the pension plan. Employer contribution rates are 15.1% (General) and 16.1% (Police) of annual covered payroll.

Net Pension Liability. The employer's net pension liability was measured as of June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2015.

Actuarial assumptions. The total pension liability in the February 28, 2015 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.5% wage inflation; 3.0% price inflation
Salary Increase	3.5% to 6.8% including inflation
Investment rate of return	7.25%, net of investment and administrative expenses

Mortality rates were based on the 1994 Group Annuity Mortality Table set back 0 years for both males and females.

The actuarial assumptions used in the February 28, 2015 valuation were based on the results of an actuarial experience study for the period March 1, 2005 through February 28, 2010.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges

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are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Equity	48.50%	5.50%
Fixed Income	25.00%	2.25%
Real Assets	20.00%	4.50%
Strategic Assets	6.50%	7.50%

Discount rate. The discount rate used to measure the total pension liability is 7.25%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at September 30, 2014	$ 122,276,571	$ 124,151,757	$ (1,875,186)
Changes for the year:			
Service Cost	3,138,201	-	3,138,201
Interest	8,844,697	-	8,844,697
Difference between expected and actual experience	(1,517,411)	-	(1,517,411)
Contributions - employer	-	3,962,002	(3,962,002)
Contributions - employee	-	1,023,984	(1,023,984)
Net investment income	-	2,516,940	(2,516,940)
Benefit payments, including refunds	(3,709,697)	(3,709,697)	-
Administrative expense	-	(57,042)	57,042
Other changes	-	825,771	(825,771)
Net changes	6,755,790	4,561,958	2,193,832
Balances at September 30, 2015	$ 129,032,361	$ 128,713,715	$ 318,646

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Sensitivity of the net pension liability to changes in the discount rate. The following presents the Net Pension Liability of the employer, calculated using the discount rate of 7.25%, as well as what the employer's Net Pension Liability would be using a discount rate that is 1 percentage point lower (6.25%) or one percentage point higher (8.25%) than the current rate.

1% Decrease 6.25%	Current Single Discount Rate Assumption 7.25%	1% Increase 8.25%
$ 19,283,499	$ 318,646	$ (15,425,268)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2015 the employer recognized government-wide pension expense of $2,211,876. The employer reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in experience	$ -	$ 1,271,414
Differences in assumptions	-	-
Excess (deficit) investment returns	5,245,517	-
Contributions subsequent to the measurement date*	895,258	-
Total	$ 6,140,775	$ 1,271,414

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction in the Net Pension Liability for the year ending September 30, 2016.

Amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Net Deferred Outflows of Resources
2016	$ 1,065,383
2017	1,065,383
2018	1,065,383
2019	1,065,382
2020	(245,997)
Thereafter	(41,431)
	$ 3,974,103

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Payable to the Pension Plan

At September 30, 2015, the City reported a payable of $376,407 for the outstanding amount of required contributions to the pension plan.

6. LONG-TERM LIABILITIES

The original issue amount and fund maturity date for each bond outstanding is as follows:

	Original Authorized/ Issued Amount	Date of Maturity
General Obligation:		
Series 2008	$ 16,000,000	March 2028
Series 2010A Refunding	2,520,000	March 2021
Series 2010B Refunding	3,790,000	September 2030
Series 2011 Refunding	5,150,000	March 2016
Series 2012	4,000,000	September 2032
Series 2014	9,675,000	September 2034
Series 2015 Refunding	7,050,000	March 2027
Neighborhood Improvement District Special Assessment Debt With Governmental Commitment:		
Series 2006	52,700	March 2016
Tax Increment Revenue:		
Series 2001	9,900,000	December 2015
Revenue Bonds:		
Series 2003	12,970,000	May 2023
Series 2007	21,445,000	May 2032
Series 2009	5,000,000	May 2029
Series 2015	7,500,000	May 2040
Certificates of Participation:		
Series 2010A	870,000	May 2019
Series 2010B	8,805,000	May 2030
Series 2010C Refunding	1,725,000	June 2024
Series 2013 Refunding	18,540,000	May 2031
Development Notes (Premier 370 Project):		
Series 2008A	18,000,000	September 2028

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	Balance - October 1, 2014	Additions	Retirements	Balance - September 30, 2015	Current Portion
Governmental Activities:					
General Obligation Bonds:					
Series 2007	$ 7,000,000	$ -	$ 7,000,000	$ -	$ -
Series 2008	16,000,000	-	-	16,000,000	505,000
Series 2010A Refunding	2,175,000	-	285,000	1,890,000	295,000
Series 2010B Refunding	3,790,000	-	-	3,790,000	-
Series 2011 Refunding	2,350,000	-	1,620,000	730,000	730,000
Series 2012	3,665,000	-	170,000	3,495,000	175,000
Series 2014	9,675,000	-	385,000	9,290,000	380,000
Series 2015 Refunding	-	7,050,000	-	7,050,000	50,000
Neighborhood Improvement District					
Limited General Obligation Bonds:					
Series 2006	12,700	-	6,000	6,700	6,700
Annual Appropriation Bonds:					
Tax Increment Revenue Notes:					
Tax-exempt - Series 2001	3,717,000	-	2,075,000	1,642,000	-
Certificates of Participation:					
Series 2010A - Refunding portion	240,000	-	50,000	190,000	55,000
Series 2010B - Build America Bonds	7,410,000	-	360,000	7,050,000	370,000
Series 2010C - Refunding portion	1,375,000	-	120,000	1,255,000	125,000
Series 2013 - Refunding	1,130,000	-	265,000	865,000	275,000
Development Notes, Series A	13,305,000	-	-	13,305,000	-
Compensated absences	1,375,804	1,998,715	1,993,709	1,380,810	1,380,810
	$ 73,220,504	$ 9,048,715	$ 14,329,709	67,939,510	$ 4,347,510
Add: Unamortized premium				632,632	
Less: Unamortized discount				(197,873)	
Total Governmental Activities				$ 68,374,269	
Business -Type Activities:					
Water/Sewer Revenue Bonds:					
Capital Appreciation Series 1999	$ 790,000	$ -	$ 790,000	$ -	$ -
Capital Appreciation Series 2003	11,450,000	-	570,000	10,880,000	1,360,000
Capital Appreciation Series 2007	20,000,000	-	495,000	19,505,000	500,000
Revenue Bonds Series 2009	5,000,000	-	75,000	4,925,000	125,000
Revenue Bonds Series 2015	-	7,500,000	-	7,500,000	-
Annual Appropriation Bonds:					
Certificates of Participation:					
Series 2013 - Refunding	16,250,000	-	715,000	15,535,000	735,000
Compensated absences	465,082	656,012	671,328	449,766	449,766
	$ 53,955,082	$ 8,156,012	$ 3,316,328	58,794,766	$ 3,169,766
Add: Unamortized premium				317,670	
Less: Unamortized discount				(229,508)	
Unaccreted capital appreciation on bonds				(9,245,994)	
Total Business-Type Activities				$ 49,636,934	

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Debt Service Requirements To Maturity (Including Public Improvement Corporation)

The annual principal requirements to maturity of bonded debt outstanding as of September 30, 2015, assuming the Certificates of Participation lease/purchase agreement is renewed each year, are as follows:

	Governmental Activities				Business-Type Activities				Total Debt Service Requirments To Maturity	
	General Obligation and Special Assessment		Annual Appropriation		Revenue Bonds		Annual Appropriation			
Years Ending September 30,	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2016	$ 2,141,700	$ 1,373,914	$ 825,000	$ 483,543	1,985,000	493,184	735,000	617,900	$ 5,686,700	$ 2,968,541
2017	2,195,000	1,318,658	850,000	453,400	2,035,000	456,995	760,000	588,873	5,840,000	2,817,926
2018	2,250,000	1,258,647	880,000	419,236	2,090,000	451,745	790,000	558,895	6,010,000	2,688,523
2019	2,315,000	1,191,452	560,000	375,354	2,140,000	443,870	810,000	534,518	5,825,000	2,545,194
2020	2,385,000	1,117,692	555,000	350,165	2,165,000	434,245	845,000	502,117	5,950,000	2,404,219
2021-2025	15,150,000	4,171,717	2,905,000	1,325,422	10,905,000	1,986,013	4,695,000	2,028,087	33,655,000	9,511,239
2026-2030	12,940,000	1,445,840	2,785,000	535,625	10,555,000	1,545,311	5,630,000	1,054,382	31,910,000	4,581,158
2031-2035	2,875,000	216,571	-	-	6,005,000	1,198,228	1,270,000	58,420	10,150,000	1,473,219
2036-2040	-	-	-	-	4,930,000	458,531	-	-	4,930,000	458,531
	$ 42,251,700	$ 12,094,491	$ 9,360,000	$ 3,942,745	$ 42,810,000	$ 7,468,122	$ 15,535,000	$ 5,943,192	$ 109,956,700	$ 29,448,550

General Obligation Bonds

General obligation bonds are supported by a pledge of the City's full faith and credit. These bonds, which are reported in the government-wide statement of net position, were issued to finance various capital projects. $889,256 is available in the City's Debt Service Funds to repay general obligation bonds. The remainder of the general obligation bonds are to be repaid from future property tax levies. The bonds bear interest at rates ranging from .60% to 4.50% and mature through 2034.

Neighborhood Improvement District Bonds (Special Assessment Debt With Governmental Commitment)

In 1994, State legislation was adopted permitting the formation of special assessment areas, known as Neighborhood Improvement Districts, to finance local public improvements (the NID Act). The improvements are financed by bonds which are retired by assessments levied on those specific properties which benefit from the improvements. To the extent assessments are insufficient to retire the NID Bonds, the City is obligated to pay for debt service with available funds of the City. The City is not authorized to levy a City-wide property tax to pay the NID Bonds.

On September 26, 2006, the City issued $52,700 of Neighborhood Improvement District Limited General Obligation Bonds (NID Bonds). These bonds are supported by a pledge of the City's full faith and credit and will be repaid from future special assessments to be assessed on certain real property of the District. The bonds bear interest at 4.7% and mature in 2016.

The total principal and interest remaining on the bonds is $6,857, payable through March 2016. For the current year, principal and interest paid and total special assessment revenues were $6,456 and $6,975, respectively.

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Tax Increment Financing (TIF) Notes Payable

The tax increment financing notes payable are payable from payments in lieu of taxes collected by the Special Allocation special revenue funds.

The TIF notes represent special, limited obligations of the City, payable solely from the incremental sales and property taxes generated by the development project. The annual debt service repayments of the TIF notes are contingent upon the amounts of payments in lieu of taxes collected by the TIF districts. The notes bear interest at rates ranging from 7% to 8.5% and mature December 1, 2015.

For the current year, principal and interest paid and total incremental sales tax revenues were $2,280,240 and $1,837,273, respectively.

Revenue Bonds

All revenue bonds payable are recorded in the appropriate enterprise funds since the ordinances authorizing the bond issues require that the bonds be repaid from operations of the respective enterprise fund. These bonds are payable solely from, and secured by, a pledge of the net revenues to be derived from the operation of the Waterworks and Sewerage System. The bond ordinances require the establishment of certain cash reserve accounts which are described in Note 6. These bonds bear interest at rates ranging from 3.3% to 5.25% and mature through 2040.

The City has pledged future water customer revenues, net of specified operating expenses, to repay $42.8 million in water system revenue bonds, Series 1999, Series 2003, Series 2007, Series 2009, and Series 2015. Proceeds from the bonds provided financing for the Waterworks and Sewerage System. The bonds are payable solely from water customer net revenues and are payable through May 2040. The total principal and interest remaining to be paid on the bonds is $50,278,122. Principal and interest paid for the current year and total customer net revenues were $2,127,589 and $2,344,646 respectively.

Certificates of Participation

Certificates of Participation ("COPS") evidence proportionate ownership interest in the right to receive rental payments to be paid by the City under various lease/purchase agreements. The American Recovery and Reinvestment Act of 2009 authorizes the City to issue taxable obligations known as "Build America Bonds" to finance capital expenditures for which it could otherwise issue tax-exempt obligations and to elect to receive a subsidy payment, on each payment date, from the United States Treasury up to 35% of the amount of each interest payment on the Build America Bonds. During 2010, the City made an irrevocable election to issue the Certificates as Build America Bonds. The US Treasury Interest Subsidy will be paid directly to the City. The City intends to apply, but has not pledged, the US Treasury Interest Subsidy to payment of the Certificates. Additionally, no holder of any Build America Bonds issued by the City will be entitled to any federal income tax credits associated with the Build America Bonds.

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The purpose of the Series 2010C Certificates is to refund $1,765,000 principal amount of outstanding PIC Leasehold Revenue Bonds, Series 2003. The Series 2010C Certificates are non-taxable, bear interest at rates ranging from 2.00% to 3.75% and mature September 2024.

The purpose of the Series 2010A Certificates is to refund $1,190,000 principal amount of outstanding PIC Leasehold Revenue Bonds, Series 2002. The Series 2010A Certificates are non-taxable, bear interest at rates ranging from 1.0% to 3.6% and mature May 2019. The purpose of the Series 2010B Certificates (Build America Bonds) is to construct and reconstruct certain roads in the City. The Series 2010B Certificates are taxable, bear interest at rates ranging from 1.25% to 6.25% and mature May 2030.

The purpose of the Series 2013 Certificates is to refund $20,045,000 principal amount of the outstanding Series 2006A. The Series 2013 Certificates bear interest at rates ranging from 2.0% to 4.6% and mature May 2031.

Development Notes (Premier 370 Project)

The City has a reimbursement agreement with the Premier 370 Project Developer. The Developer intends to construct on the property certain public infrastructure improvements ("Public Improvements") and other improvements for industrial and commercial uses ("Development"), all of which will help to improve the social and economic welfare of the City and enhance the tax base on the City.

To ensure the economic stability of the project, the City has agreed to reimburse the Developer for a portion of certain costs related to the Public Improvements for the construction of an Interchange.

On December 14, 2006, the City authorized the issuance of Development Notes (Series A and B) not to exceed $19 million and was subsequently reduced to $18 million. As of September 30, 2015, the City has issued $15,945,000 of Development Notes (Series A) for the Premier 370 project. The Series A Notes are tax-exempt and bear interest at 5.675%. Principal and interest is payable on February 1, May 1, August 1 and November 1 and final payment is due on September 15, 2028.

The notes represent special, limited obligations of the City. Principal and interest are payable from pledged revenues, as defined in the agreement. Upon substantial completion of the Public Improvements, the Developer will dedicate and convey to the City, along with all necessary easements and rights of way.

For the current year, principal and interest paid and pledged revenues were $1,709 and $4,904, respectively.

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Legal Debt Margin

Under the statutes of the State of Missouri, the limit of bonded indebtedness is 10% of the most recent assessed valuation. This does not include an additional debt limit of 10% assessed valuation available for street improvements or waterworks and electric plants as provided under the statutes of the State of Missouri. The computation is as follows:

Assessed valuation - 2014 tax year	$1,024,251,891
Debt limit - 10% of assessed valuation	102,425,189
Amount of debt applicable to debt limit:	
Total general obligation bonded debt	42,251,700
Less: Amount available in debt service fund	(889,256)
Bond indebtedness applicable to debt limit	41,362,444
Legal debt margin	$ 61,062,745

7. DEBT DEFEASANCE

On May 6, 2015, the City issued $7,050,000 in General Obligation Refunding Bonds, Series 2015 with interest rates ranging between 2.0% and 3.0% The City issued the bonds to advance refund the remaining $7,000,000 of outstanding principal on the General Obligation Bonds, Series 2007. The net proceeds of $7,141,596 (after bond premium of $218,886 and issuance cost of $127,290) plus an additional $363,273 of City debt service fund monies were used to purchase United States government securities. These securities were deposited in an irrevocable trust with an escrow agent to provide for future debt service on the Series 2007 bonds. As a result, the Series 2007 bonds are considered defeased, and the City has removed the liability from the governmental activities statement of net position. At September 30, 2015, the outstanding balance of the defeased debt is $7,000,000. The defeased bonds will be redeemed on March 1, 2017.

The advance refunding results in an economic gain (difference between the present values of the debt service payments on the old and new debt) of approximately $392,000.

8. ENTERPRISE FUNDS DEBT REQUIREMENTS

Cash and cash equivalents and investments restricted at September 30, 2015 are as follows:

Revenue Fund	$ 92,550
Series 2003 Waterworks and Sewage Bond Debt Service Fund	680,000
Series 2007 Waterworks and Sewage Bond Debt Service Fund	250,000
Series 2009 Waterworks and Sewage Bond Debt Service Fund	160,169
Depreciation Fund	225,000
Interest Reserve Fund	500,000
	$ 1,907,719

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The various Leasehold and other Revenue Bond, Certificates of Participation and related documents provide for the restriction of operating revenues of the enterprise fund after current operating expenses have been met. The Ordinance also provides for additional restrictions of operating revenues. The following are descriptions of the related reserve requirements:

Revenue Fund

Requirements - deposit of the gross earnings (excluding tap-on fees) of the Waterworks and Sewer System as collected, to be disbursed to the following funds as required.

Series 2003 Waterworks and Sewage Revenue Bonds Debt Service Fund

Requirements - monthly credit (1/12) of the debt service payment due the next succeeding May 1.

Series 2007 Waterworks and Sewage Revenue Bonds Debt Service Fund

Requirements - monthly credit (1/12) of the debt service payment due the next succeeding May 1.

Series 2009 Waterworks and Sewage Revenue Bonds Debt Service Fund

Requirements - monthly credit (1/12) of the debt service payment due the next succeeding May 1.

Series 2015 Waterworks and Sewage Revenue Bonds Debt Service Fund

Requirements - monthly credit (1/6) of the amount of interest that will come due on the next succeeding interest payment date. Beginning in 2032, the monthly credit will be (1/12) of the debt service payment due on the next succeeding maturity date.

Depreciation Fund

Requirements - initial transfer and credit of $225,000 to be used only for making emergency replacements and repairs and necessary extensions and enlargements to the Waterworks and Sewerage System. In the event monies are drawn from this fund, the City will replenish the fund to $225,000 by making 24 equal monthly deposits into the fund in the 24 months immediately succeeding the use.

Interest Reserve Fund

Requirements - initial transfer and credit of $500,000 and thereafter such amounts as appropriated by the Board of Alderman of the City from the Contingency Account, the General Fund of the City, or other available funds of the City. Monies in the Interest Reserve Fund shall be held and used by the City to make up any deficiency in any of the accounts or subaccounts in the Revenue Fund and may be withdrawn by the City at any time and applied to its general governmental purposes if not required to satisfy the City's rate covenant.

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Rate Covenant

Requirements - the City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by the Waterworks and Sewer System to provide revenues in each fiscal year to pay for the operating costs of the system, the bond principal and interest payments, and any required deposits. Such rates should generate available revenues (net revenues plus interest reserve fund monies) at least equal to 125% of the principal and interest requirements on all waterworks and sewerage system bonds during the fiscal year and net revenues at least equal to 100% of the principal and interest requirements on all waterworks and sewerage system revenue bonds during the fiscal year.

As of September 30, 2015, the City met all related debt reserve requirements.

9. INTERFUND BALANCES AND TRANSFERS

The following represents a reconciliation of transfers between individual funds for the fiscal year ended September 30, 2015:

	Transfers From	Transfers To	Net Transfers
Major Governmental Funds:			
General	$ 1,070,329	$ -	$(1,070,329)
Transportation Trust	-	49,400	49,400
Local Parks and Stormwater	1,623,039	-	(1,623,039)
Debt Service	-	1,968,639	1,968,639
Major Enterprise Funds:			
Recreation	-	675,329	675,329
	$ 2,693,368	$ 2,693,368	$ -

Interfund transfers of $945,000 from the General Fund and $1,023,639 from the Local Parks and Stormwater Fund were made to the Debt Service Fund for debt payments.

An interfund transfer of $49,400 was made from the Local Parks and Stormwater Fund to the Transportation Trust Fund for stormwater expenses associated with the Willott Road Bridge Replacement project.

An interfund transfer of $550,000 was made from the Local Parks and Stormwater Fund to the Recreation Fund for operating support.

An interfund transfer of $125,329 was made from the General Fund to the Recreation Fund for tourism activities.

Individual fund interfund receivable and payable balances as of September 30, 2015 are as follows:

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	Interfund Receivable	Interfund Payable
Major Governmental Funds:		
General	$ 194,310	$ -
Transportation Trust	-	32,369
Local Parks and Stormwater	-	5,683
Nonmajor Governmental Funds:		
Sewer Lateral Repair Program	-	70
Water Service Line Repair Program	-	44
Community Development Block Grant - Subrecipient	-	39,039
Major Enterprise Funds:		
Waterworks/Sanitary Sewer	-	90,540
Solid Waste	-	4,457
Central Materials Processing Facility	-	3,826
Recreation	-	18,282
	$ 194,310	$ 194,310

The amounts due to or from individual funds represent interfund borrowings that arise in the normal course of business. Interfund borrowings are necessary due to the nature and timing of governmental receipts.

Interfund payables at September 30, 2015 include $18,282 in the Recreation Fund, $32,369 in the Transportation Trust Fund, $5,683 in the Local Parks and Stormwater Fund, $70 in the Sewer Lateral Repair Program Fund, $44 in the Water Service Line Repair Program Fund, $4,457 in the Solid Waste Fund, $90,540 in the Waterworks/Sanitary Sewer Fund and $3,826 in the Central Materials Processing Facility Fund are for reimbursement to the General Fund for insurance expense.

Interfund payables of $39,039 in the CDBG - Subrecipient Fund are due to the elimination of negative cash balances.

10. JOINT VENTURE

In October 1985, the City of St. Peters, Missouri and the City of St. Charles, Missouri entered into a joint venture agreement to form the St. Peters - St. Charles Water Pipeline Project (the Joint Venture). The purpose of the Joint Venture is to construct and operate a water pipeline and appurtenant facilities from the Howard Bend Treatment Plant, owned and operated by the City of St. Louis, Missouri, to the separate facilities of the municipalities of St. Peters, Missouri and St. Charles, Missouri (the Owners), in order to adequately supply water by the pipeline to the citizens and businesses of the municipalities.

The Joint Venture is owned by the City of St. Peters, Missouri (31.8%) and the City of St. Charles, Missouri (68.2%). In accordance with the Joint Venture agreement, the City of St. Peters, Missouri is responsible for managing and accounting for the daily operations of the Joint Venture, except where concurrence of both cities is required. The Joint Venture receives all of its operating revenue from the water it sells to the Owners. The Owners financed the cost of construction of the

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pipeline and appurtenant facilities and, therefore, depreciation is excluded from the charges to the Owners. The cumulative investment in the Joint Venture by the City of St. Peters, Missouri through September 30, 2015 includes its proportionate share of water pipeline construction costs and an initial contribution to a water pipeline maintenance fund. Under terms of the Joint Venture agreement, additional contributions to maintain the water pipeline maintenance fund at an agreed-upon base amount may be required. The current base amount is $500,000 which may be increased to a maximum of $1,000,000 if maintenance costs so justify.

During the fiscal year 2015, the City of St. Peters, Missouri purchased water from the Joint Venture and paid related pumping charges totaling $741,154. These costs are included as operating expenses of the City's waterworks/sanitary sewer enterprise fund.

Condensed summary of financial information for the Joint Venture as of and for its fiscal year ended September 30, 2015 is as follows:

Assets	$ 5,888,729
Liabilities	$ 707,137
Partnership capital:	
St. Peters	2,903,699
St. Charles	6,227,431
Accumulated deficit:	
St. Peters	(1,255,957)
St. Charles	(2,693,581)
	$ 5,888,729
Operating revenue	$ 2,138,135
Operating expenses	(2,371,661)
Nonoperating revenue	118
Net Loss	$ (233,408)

The joint venture issues separate financial statements which may be obtained by writing to the St. Peters - St. Charles Water Pipeline Project, One St. Peters Centre Boulevard, St. Peters, Missouri 63376.

11. INSURANCE PROGRAMS

The City became self-insured with respect to workers' compensation, general liability and property and casualty insurance effective July 1, 1998 and medical insurance effective January 1, 1998. Unemployment compensation became effective in 1997. The estimated liability for payment of incurred (both reported and unreported) but unpaid claims relating to these matters is recorded in the general fund.

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The City obtains periodic funding information from the claims-servicing company managing the self-insurance programs and adjusts the charges to the various funds as required to maintain the appropriate level of estimated claims liabilities. The City maintains excess liability coverages for workers' compensation, general liability, property and casualty and medical costs. Settled claims did not exceed commercial coverages for each of the past three fiscal years.

At September 30, 2015, the City's total estimated liability for payment of incurred (both reported and unreported) but unpaid claims for workers' compensation, property, and medical costs were $1,186,467.

Changes in the self-insured claims liabilities at September 30, 2015 and 2014 were as follows:

	Workers' Compensation/ General	Medical	Total
Balance - September 30, 2013	$ 607,436	$ 600,000	$ 1,207,436
Add: Current Year Claims And Changes in Estimate	600,712	3,804,030	4,404,742
Less: Claim Payments	592,922	3,804,030	4,396,952
Balance - September 30, 2014	615,226	600,000	1,215,226
Add: Current Year Claims And Changes in Estimate	426,528	4,707,686	5,134,214
Less: Claim Payments	455,287	4,707,686	5,162,973
Balance - September 30, 2015	$ 586,467	$ 600,000	$ 1,186,467

12. POSTEMPLOYMENT HEALTH CARE BENEFITS

Plan Description

The City of St. Peters (City) sponsors a Postemployment Benefit Plan (Plan), which is a single-employer defined benefit healthcare plan administered by the City of St. Peters. The Plan is accounted for as a trust fund since an irrevocable trust has been established. A stand-alone financial report is not available for the Plan. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. In order to be eligible, retirees must be at least age 55 (age 50 for Police employees) with 5 years of service, or have at least 80 points (age plus service), or be otherwise eligible to retire under the LAGERS Pension Plan. Spouses of retirees are eligible to continue participation after the death of the retiree.

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Membership consisted of the following at October 1, 2014, the date of the latest actuarial valuation:

Active plan members	407
Retirees and beneficiaries	96
Terminated plan members entitled to but not yet receiving benefits	- -
Total	503

Funding Policy

The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually by the City; however, the City has no obligation to contribute to the Plan on an annual basis or to provide post-employment benefits to its employees. Money held in the trust is restricted for the provision of those benefits. For the fiscal year 2015, the City contributed $643,600 to the Plan. Plan members receiving benefits contributed approximately $121,225 through required contributions based on their years of service.

Annual OPEB Cost And Net OPEB Obligation

The City's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the City's annual OPEB cost for the fiscal year, the amount actually contributed to the Plan, and changes in the City's net OPEB obligation (NOO):

1.	Annual required contribution (ARC)	$ 1,692,000
2.	Interest on net OPEB obligation (NOO)	695,000
3.	Adjustment to ARC (Amortization of NOO)	(515,000)
4.	Annual OPEB cost (expense), (1) + (2) + (3)	1,872,000
5.	Employer contributions made	(1,479,000)
6.	Change in net OPEB obligation, (4) + (5)	393,000
7.	New OPEB obligation - beginning of year	9,930,577
8.	Net OPEB obligation - end of year, (6) + (7)	$ 10,323,577

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation for 2015 and the two preceding years were as follows:

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Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
2013	$ 2,063,000	48.2%	$ 8,881,577
2014	$ 2,220,000	52.7%	$ 9,930,577
2015	$ 1,872,000	79.0%	$ 10,323,577

Funded Status and Funding Progress

As of October 1, 2014, the most recent actuarial valuation date, the plan was 49.2% funded. The actuarial accrual liability for benefits was $24.8 million, and the actuarial value of assets was $12.2 million, resulting in an unfunded actuarial accrued liability (UAAL) of $12.6 million. For the year ended September 30, 2015, the covered payroll (annual payroll of active employees covered by the plan) was $25.5 million, and the ratio of the UAAL to the covered payroll was 50%.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the October 1, 2014 actuarial valuation, the projected unit credit cost method was used. The actuarial assumptions included a 7.0% investment rate of return (net of administrative expenses), which is a blended rate of the expected long-term investment returns on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 8% initially for pre 65 retirees and 7.0% initially for post 65 retirees, reduced by .5% each year to an ultimate rate of 4.5%. The health consumer price index is assumed to increase at a rate of 3% each year. Salaries include a 3.5% inflation assumption. The actuarial value of assets was set equal to the market value of assets. The UAAL is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at September 30, 2015, was 24 years.

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13. COMMITMENTS AND CONTINGENCIES

Litigation

The City is a defendant in a number of lawsuits pertaining to matters which are incidental to performing routine governmental and other functions. Based on the current status of all of these legal proceedings, it is the opinion of management that they will not have a material effect on the City's financial position.

Federal Grants

Under the terms of federal grants, periodic audits are required and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to reimbursements to the grantor agencies. It is the opinion of management that such reimbursements, if any, will not have a material effect on the City's financial position.

14. CONDUIT DEBT

During the year ended September 30, 2010, the City authorized the issuance of $26,500,000, Series 2010, Taxable Industrial Development Revenue Bonds to finance an industrial development project at 9 Cermak Boulevard for a Company in the City. The project consists of the Company's acquisition and installation of manufacturing machinery and equipment for use on the project site. The Company conveyed to the City title to the personal property included in the project. At the same time, the City leased the personal property back to the Company pursuant to a lease agreement. These bonds are secured by the property financed and are payable solely from revenues received from the project. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, County, State of Missouri, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying basic financial statements. At September 30, 2015, $14,978,218 of these Taxable Industrial Revenue Bonds have been issued and remain outstanding. As part of the agreement, the Company has agreed to create and maintain quality jobs for specified periods and the City has agreed to extend tax abatements to the Company in proportion to the jobs create for the years 2011-2017.

During the year ended September 30, 2013, the City authorized the issuance of $26,500,000, Series 2012 Taxable Industrial Development Revenue Bonds for the same company to provide funds to acquire and improve an additional facility at 1 Gerber Industrial Court and to acquire and install additional project equipment at the Company's facilities in the City. Subsequently, the City increased the maximum amount of the 2012 Series Bonds to $38,500,000 to provide funds to acquire and improve an additional facility located at 13-15 Arrowhead Industrial Boulevard and to acquire and install additional project equipment at the Company's facilities in the City. Under the Series 2012 Bonds, the Company acquired and constructed real and personal properly improvements. The company conveyed to the City title to the site and the personal property included in the project. At the same time, the City leased the project site, improvements, there on and the personal property back to the Company pursuant to a lease agreement. At September 30,

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2015, $38,105,237 of these Taxable Industrial Revenue Bonds have been issued and remain outstanding.

15. ENCUMBRANCES

The following encumbrances were outstanding as of September 30, 2015:

Fund	Amount
Major Governmental Funds:	
General	$ 339,410
Transportation Trust	4,462,325
Local Parks and Stormwater	439,060
Capital Projects	1,631,860
	6,872,655
Nonmajor Governmental Funds	326,398
Major Enterprise Funds:	
Waterworks/Sanitary Sewer	1,415,639
Solid Waste	309,957
Central Materials Processing Facility	43,421
Recreation	8,824
	1,777,841
Total	$ 8,976,894

16. SUBSEQUENT EVENTS

Subsequent to September 30, 2015, the City reduced the authorized Development Notes (Premier 370 Project) from $18 million to $17.5 million.

Subsequent to September 30, 2015, the City issued $16,170,000 Series 2016 General Obligation Refunding Bonds to refund all of the outstanding Series 2008 Bonds. The Series 2016 Bonds bear interest at rates ranging from 2.0% to 3.0% and mature March 1, 2035.

Subsequent to September 30, 2015, the City authorized the issuance of $31.5 million Taxable Industrial Revenue Bonds (Reckitt Benckiser LLC Logistics Center Project), Series 2016 for the purpose of acquiring certain real property and constructing an approximately 715,000 square foot facility to be used for warehousing, custom manufacturing and repackaging operations purposes.

17. RECENT ACCOUNTING PRONOUNCEMENTS

The accounting principles governing the reported amounts, presentation and related disclosures are subject to change from time to time based on new pronouncements and/or rules issued by various governing bodies. The Governmental Accounting Standards Board

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(GASB) is responsible for establishing generally accepted accounting principles (GAAP) for state and local governments.

In February 2015, the GASB approved Statement No. 72 "Fair Value Measurement and Application." This statement addresses accounting and financial reporting issues related to fair value measurements and provides guidance for determining fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2015.

In June 2015, the GASB approved Statement No. 74 "Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans" and Statement No. 75 "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions." The objective of these Statements is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB) and establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB. The requirements of Statement No. 74 are effective for financial statements for fiscal years beginning after June 15, 2016, and the requirements of Statement No.75 are effective for fiscal years beginning after June 15, 2017.

In In June 2015, the GASB approved Statement No. 76 "The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments." The objective of this Statement is to identify-in the context of the current governmental financial reporting environment-the hierarchy of generally accepted accounting principles (GAAP). The "GAAP hierarchy" consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformance with GAAP and the framework for selecting those principles. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and nonauthoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP. The requirements of this Statement are effective for reporting periods beginning after June 15, 2015.

In August 2015, the GASB approved Statement No. 77 "Tax Abatement Disclosures." Although many governments offer tax abatements and provide information to the public about them, they do not always provide the information necessary to assess how tax abatements affect their financial position and results of operations, including their ability to raise resources in the future. This statement requires disclosures of tax abatement information about (1) a reporting government's own tax abatement agreements and (2) those that are entered into by other governments and that reduce the reporting government's tax revenues. The requirements of this Statement are effective for reporting periods beginning after December 15, 2015.

The effects of the City's financial statements as a result of the adoption of these new pronouncements are unknown.

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CITY OF ST. PETERS, MISSOURI

REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON INFORMATION - BUDGET BASIS - GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			
	Original Budget	Revised Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Sales tax	$ 13,350,000	$ 13,350,000	$ 13,711,848	$ 361,848
Property tax	7,067,500	7,067,500	7,360,015	292,515
Utility franchise tax	4,384,600	4,384,600	4,548,100	163,500
Cigarette tax	200,000	200,000	188,601	(11,399)
Licenses and permits	1,092,100	1,092,100	1,443,080	350,980
Interest	5,000	5,000	5,205	205
Intergovernmental	3,150,000	3,150,000	3,828,365	678,365
Fines and forfeitures	2,423,500	2,423,500	1,799,379	(624,121)
Charges for services	665,300	665,300	693,164	27,864
Miscellaneous	591,400	591,400	571,516	(19,884)
Total Revenues	32,929,400	32,929,400	34,149,273	1,219,873
Expenditures:				
General government	1,798,550	1,798,550	1,846,053	(47,503)
Administration	4,174,280	4,210,780	3,900,492	310,288
Police	12,890,575	12,893,490	12,383,466	510,024
Municipal court	483,050	483,050	431,073	51,977
Public works	2,082,450	2,082,450	2,109,265	(26,815)
Engineering	2,298,600	2,298,600	2,184,004	114,596
Maintenance	480,390	480,390	388,644	91,746
Health	682,075	682,075	654,132	27,943
Parks and recreation	5,101,465	5,101,465	4,890,311	211,154
Communications	1,007,400	1,007,400	919,915	87,485
Community and arts	207,830	207,830	213,475	(5,645)
Capital outlay	736,375	1,044,821	833,406	211,415
Debt service:				
Principal	315,000	315,000	315,000	-
Interest and fiscal charges	61,000	61,000	60,705	295
Total Expenditures	32,319,040	32,666,901	31,129,941	1,536,960
Revenues Over Expenditures	610,360	262,499	3,019,332	2,756,833
Other Financing Uses:				
Transfers out	(1,089,500)	(1,089,500)	(1,070,329)	19,171
Net Changes in Fund Balance	(479,140)	(827,001)	1,949,003	2,776,004
Fund Balances:				
Budget basis:				
Unreserved:				
Beginning of year	5,087,561	5,087,561	5,087,561	-
Transfer from (to) reserved	(465,000)	(257,584)	(371,923)	(114,339)
End of year	4,143,421	4,002,976	6,664,641	2,661,665
Reserved:				
Beginning of year	4,070,780	4,070,780	4,070,780	-
Transfer from (to) unreserved	465,000	257,584	371,923	114,339
End of Year	4,535,780	4,328,364	4,442,703	114,339
Budget basis, end of year	$ 8,679,201	$ 8,331,340	11,107,344	$ 2,776,004
Budget basis grant receivable			(4,131)	
Budget basis prepaid item			(14,644)	
Encumbrances, end of year			339,410	
Property tax - deferred revenue, end of year			(210,711)	
GAAP basis, end of year			$ 11,217,268	

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CITY OF ST. PETERS, MISSOURI

REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON INFORMATION
BUDGET BASIS - TRANSPORTATION TRUST FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original Budget	Revised Final Budget	Actual	
Revenues:				
Sales tax	$ 6,675,000	$ 6,675,000	$ 6,855,926	$ 180,926
Interest	2,000	2,000	822	(1,178)
Intergovernmental	8,048,720	7,633,625	7,718,934	85,309
Miscellaneous	60,000	410,000	147,696	(262,304)
Total Revenues	14,785,720	14,720,625	14,723,378	2,753
Expenditures:				
Public works	5,411,605	4,715,605	3,945,866	769,739
Capital outlay	10,324,750	11,845,520	11,208,725	636,795
Debt service	768,000	768,000	767,061	939
Total Expenditures	16,504,355	17,329,125	15,921,652	1,407,473
Revenues Under Expenditures	(1,718,635)	(2,608,500)	(1,198,274)	1,410,226
Other Financing Sources:				
Transfers in	-	138,400	49,400	(89,000)
Net Changes In Fund Balance	(1,718,635)	(2,470,100)	(1,148,874)	1,321,226
Fund Balances:				
Budget basis:				
Unreserved:				
Beginning of year	5,416,230	5,416,230	5,416,230	-
Transfer from (to) reserved	-	-	(32)	(32)
End of year	3,697,595	2,946,130	4,267,324	1,321,194
Reserved:				
Beginning of year	628,623	628,623	628,623	-
Transfer from (to) reserved	-	-	32	32
End of year	628,623	628,623	628,655	32
Budget basis, end of year	$ 4,326,218	$ 3,574,753	4,895,979	$ 1,321,226
Budget basis receivable			(2,868,496)	
Budget basis prepaid item			(115,500)	
Encumbrances, end of year			4,462,325	
GAAP basis, end of year			$ 6,374,308	

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CITY OF ST. PETERS, MISSOURI

REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON INFORMATION
BUDGET BASIS – LOCAL PARKS AND STORMWATER FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance With Final Budget - Positive (Negative)
	Original Budget	Revised Final Budget	Actual	
Revenues:				
Sales tax	$ 6,675,000	$ 6,675,000	$ 6,784,761	$ 109,761
Interest	2,000	2,000	3,128	1,128
Charges for services	11,000	11,000	8,908	(2,092)
Miscellaneous	200,000	207,500	202,215	(5,285)
Total Revenues	6,888,000	6,895,500	6,999,012	103,512
Expenditures:				
Public works	2,066,420	2,121,420	1,562,364	559,056
Parks and recreation	1,035,935	1,053,435	889,862	163,573
Capital outlay	1,652,300	1,988,529	1,640,121	348,408
Debt service	165,500	165,500	164,231	1,269
Total Expenditures	4,920,155	5,328,884	4,256,578	1,072,306
Revenues Over Expenditures	1,967,845	1,566,616	2,742,434	1,175,818
Other Financing Uses:				
Transfers out	(1,630,000)	(1,679,400)	(1,623,039)	56,361
Net Changes in Fund Balance	337,845	(112,784)	1,119,395	1,232,179
Fund Balances:				
Budget basis:				
Unreserved:				
Beginning of year	1,697,719	1,697,719	1,697,719	-
Transfers from (to) reserved	(500,000)	(500,000)	(500,000)	-
End of year	1,535,564	1,084,935	2,317,114	1,232,179
Reserved:				
Beginning of year	1,666,878	1,666,878	1,666,878	-
Transfers from (to) reserved	500,000	500,000	500,000	-
End of year	2,166,878	2,166,878	2,166,878	-
Budget basis, end of year	$ 3,702,442	$ 3,251,813	4,483,992	$ 1,232,179
GAAP basis receivable			-	
Encumbrances, end of year			439,060	
GAAP basis, end of year			$ 4,923,052	

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CITY OF ST. PETERS, MISSOURI

REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON INFORMATION
BUDGET BASIS - SPECIAL ALLOCATION FUND - CITY CENTRE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original Budget	Revised Final Budget	Actual	
Revenues:				
Sales tax	$ 3,390,600	$ 3,979,200	$ 5,313,882	$ 1,334,682
Property tax	3,025,200	3,167,700	3,271,041	103,341
Utility franchise tax	5,000	4,400	5,049	649
Interest	-	-	11,540	11,540
Total Revenues	6,420,800	7,151,300	8,601,512	1,450,212
Expenditures:				
General government	70,000	5,052,200	4,992,666	59,534
Debt service	1,860,000	2,276,900	2,281,830	(4,930)
Total Expenditures	1,930,000	7,329,100	7,274,496	54,604
Net Changes In Fund Balance	4,490,800	(177,800)	1,327,016	1,504,816
Fund Balances:				
Budget basis:				
Unreserved:				
Beginning of year	15,464	15,464	15,464	-
Transfers from (to) reserved	(4,490,800)	177,800	(73,879)	(251,679)
End of year	15,464	15,464	1,268,601	1,253,137
Reserved:				
Beginning of year	1,626,384	1,626,384	1,626,384	-
Transfers from (to) reserved	4,490,800	(177,800)	73,879	251,679
End of year	6,117,184	1,448,584	1,700,263	251,679
Budget basis, end of year	$ 6,132,648	$ 1,464,048	2,968,864	$ 1,504,816
Encumbrances, end of year			-	
GAAP basis, end of year			$ 2,968,864	

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NOTES TO BUDGETARY COMPARISON INFORMATION
SEPTEMBER 30, 2015

Budgetary Process

The Board of Aldermen follow the procedures outlined below in establishing the budgetary data reflected in the financial statements:

1. On or before August 1, the City Administrator submits to the Mayor and Board of Aldermen a proposed operating budget for the general, special revenue (excluding NID), and debt service funds for the fiscal year commencing the following October 1. In addition, budgets for the waterworks/sanitary sewer, solid waste, central materials processing facility and recreation enterprise fund operations are prepared on a basis similar to that of the general governmental funds in order to better manage these operations. The operating budgets include proposed expenditures and the means of financing them. Expenditures may not legally exceed appropriations at the fund level.

2. The annual operating budgets are approved through the adoption of the budget ordinance by the affirmative vote of a majority of the members of the Board of Aldermen and approval by the Mayor on or before September 1 of the preceding budget year. If the budgets have not been passed and approved on or before the last day preceding the budget year (September 30), the budgets and appropriations for the current fiscal year shall be deemed to be rebudgeted and reappropriated for the budget year until a new budget is adopted and approved.

3. The City Administrator is authorized to transfer part, or all, of any unexpended balance among any departments within a given fund.

4. If it is determined that the original budgeted revenues and expenditures need to be increased or decreased, the Board of Aldermen may, by ordinance, make such changes in budgeted revenues and expenditures so long as the total budgeted expenditures do not exceed the amount of budgeted revenues plus beginning unencumbered fund balance.

5. If it appears probable that revenues available will be insufficient to meet the amount appropriated, the Board of Aldermen may, by ordinance, reduce one or more appropriations.

6. Unencumbered appropriations lapse at year end.

The budgets for the general fund, the special revenue funds, and debt service funds are adopted on a basis which is consistent with accounting principles generally accepted in the United States of America (GAAP), except for the following:

- For GAAP purposes, expenditures are recognized primarily as incurred, whereas the City's budget basis recognizes encumbrances outstanding at year end as expenditures of the current period.

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- In the special revenue funds, certain nonexchange intergovernmental revenue is recognized differently for GAAP and budget basis purposes due to the related recognition (encumbrance) of reimbursable expenditures discussed above.

- Property tax revenue is recognized in the period for which it is levied, to the extent it is collected within the current period or expected to be collected within 60 days following the end of the fiscal period on a GAAP basis. Property tax revenue not received at year end is recorded as a deferred inflow of resources. Property tax revenue is recognized on a budget basis at the point in time that the tax is levied.

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CITY OF ST. PETERS, MISSOURI

EMPLOYEES' RETIREMENT SYSTEM – SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS SEPTEMBER 30, 2015

The following required supplementary information relates to the City of St. Peters' participation in Missouri LAGERS, an agent multiple-employer public retirement system.

Fiscal year ending September 30,		**2015**
Total Pension Liability		
Service cost	$	3,138,201
Interest on the total pension liability		8,844,697
Benefit changes		-
Difference between expected and actual experience		(1,517,411)
Assumption changes		-
Benefit payments, including refunds		(3,709,697)
Net Change in Total Pension Liability		6,755,790
Total Pension Liability Beginning		122,276,571
Total Pension Liability Ending	$	129,032,361
Plan Fiduciary Net Position		
Contributions-employer	$	3,962,002
Contributions-employee		1,023,984
Pension plan net investment income		2,516,940
Benefit payments, including refunds		(3,709,697)
Pension plan administrative expense		(57,042)
Other		825,771
Net Change in Plan Fiduciary Net Position		4,561,958
Plan Fiduciary Net Position Beginning		124,151,757
Plan Fiduciary Net Position Ending	$	128,713,715
Employer Net Pension Liability	$	318,646
Plan Fiduciary Net Position as a percentage of the Total Pension Liability		99.75%
Covered Employee Payroll	$	25,347,479
Employer's Net Pension Liability as a percentage of covered employee payroll		1.26%

Notes to schedule:

This schedule is intended to show information for ten years. Additional years will be displayed as they become available.

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CITY OF ST. PETERS, MISSOURI

EMPLOYEES' RETIREMENT SYSTEM – SCHEDULE OF CONTRIBUTIONS
SEPTEMBER 30, 2015

	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
Actuarially determined contribution	$3,931,857	$4,012,044	$4,093,859	$3,772,678	$3,696,433	$2,764,227	$2,645,769	$2,622,949	$2,560,018	$2,456,679
Contributions in relation to the actuarially determined contribution	3,931,858	3,957,591	3,629,022	3,277,500	2,996,125	2,764,226	2,645,769	2,622,950	2,560,017	2,456,680
Contribution deficiency (excess)	($1)	$54,453	$464,837	$495,178	$700,308	$1	$0	($1)	$1	($1)
Covered-employee payroll	$25,580,737	$24,990,193	$24,230,840	$23,449,756	$23,075,206	$23,072,006	$22,304,334	$21,420,367	$20,480,141	$19,867,173
Contributions as a percentage of covered-employee payroll	15.37%	15.84%	14.98%	13.98%	12.98%	11.98%	11.86%	12.25%	12.50%	12.37%

Notes to Schedule:

Methods and assumptions used to determine contribution rates for the most recent year include:

Valuation date	February 28/29 of each year; the roll-forward of total pension liability from February 28, 2015 to June 30, 2015 (measurement date) reflects expected service cost and interest reduced by actual benefit payments and administrative expenses.
Actuarial cost method	Entry age normal cost.
Amortization method	Level percentage of payroll, closed.
Remaining amortization period	Multiple bases from 14 to 16 years.
Asset valuation method	5-year smoothed market; 20% corridor.
General inflation	3.5% wage inflation; 3.0% price inflation.
Salary increases	3.5% to 6.8% including wage inflation.
Investment rate of return	7.25%, net of investment and administrative expenses.
Retirement age	Experience-based tables of rates that are specific to the type of eligibility condition.
Mortality	105% of the 1994 Group Annuity Mortality Table set back 0 years for men and 0 years for women. Based upon experience observed during the most recent 5-year period of study, it appears that the current table provides for an approximate 13% margin for future mortality improvement.

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CITY OF ST. PETERS, MISSOURI

SCHEDULE OF FUNDING PROGRESS AND CONTRIBUTIONS – OTHER POST-EMPLOYMENT BENEFIT PLAN SEPTEMBER 30, 2015

The following required supplementary information relates to the City's other post-employment benefits program.

Schedule of Funding Progress:

Fiscal Year	Actuarial Valuation Date	(a) Actuarial Value of Assets	(b) Actuarial Accrued Liability	(b-a) Unfunded Actuarial Accrued Liability (UAAL)	(a/b) Funded Ratio	(c) Covered Payroll	((b-a)/c) UAAL as a Percentage of Covered Payroll
09/30/13	10/01/12	$ 9,924,000	$ 25,156,000	$ 15,232,000	39.4%	$23,825,000	63.93%
09/30/14	10/01/12	$ 9,924,000	$ 25,156,000	$ 15,232,000	39.4%	$25,049,887	60.81%
09/30/15	10/01/14	$12,231,000	$ 24,872,000	$ 12,641,000	49.2%	$25,503,199	49.57%

Schedule of Employer Contributions:

Year Ended September 30,	Annual Required Contribution	Percentage Contributed
2013	$ 1,921,000	51.74%
2014	$ 2,059,000	56.87%
2015	$ 1,692,000	87.41%

Note: The results shown above are based on plan provisions and long-term assumptions and methods summarized in Note 12.

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CITY OF ST. PETERS, MISSOURI

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - BUDGET BASIS - DEBT SERVICE FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Debt Service Fund		
	Revised Final Budget	Actual	Variance With Final Budget - Positive (Negative)
Revenues:			
Property tax	$ 1,515,900	$ 1,553,343	$ 37,443
Interest	10,000	528	(9,472)
Miscellaneous	3,000	5,443	2,443
Total Revenues	1,528,900	1,559,314	30,414
Expenditures:			
Debt service	4,365,000	4,287,898	77,102
Total Expenditures	4,365,000	4,287,898	77,102
Revenues Under Expenditures	(2,836,100)	(2,728,584)	107,516
Other Financing Sources:			
Transfers in	2,019,500	1,968,639	(50,861)
Net Changes in Fund Balance	(816,600)	(759,945)	56,655
Fund Balances:			
Budget basis:			
Unreserved:			
Beginning of year	1,712,341	1,712,341	-
End of year	895,741	952,396	56,655
Budget basis, end of year	$ 895,741	952,396	$ 56,655
Property tax - deferred revenue, end of year		(63,140)	
GAAP basis, end of year		$ 889,256	

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CITY OF ST. PETERS, MISSOURI

SCHEDULE OF REVENUES AND EXPENSES - BUDGET AND ACTUAL - BUDGET BASIS - ENTERPRISE FUND - WATERWORKS/SANITARY SEWER FUND - (UTILITY OPERATING FUND) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Revised Final Budget	Actual	Variance With Final Budget - Positive (Negative)
Revenues:			
Water and sewer	$ 9,336,300	$ 9,188,947	$ (147,353)
Interest	1,000	449	(551)
Miscellaneous	1,503,100	1,500,910	(2,190)
Total Revenues	10,840,400	10,690,306	(150,094)
Expenses:			
Personnel costs	4,066,715	4,031,331	35,384
Utilities	709,000	724,754	(15,754)
Purchased water	747,000	741,154	5,846
Wastewater treatment costs	95,000	104,850	(9,850)
Repairs and maintenance	881,250	838,645	42,605
Chemicals and supplies	350,140	358,142	(8,002)
Professional services	424,800	413,068	11,732
Supplies and other	305,455	240,161	65,294
Insurance	48,100	(39,029)	87,129
Gasoline and fuel	106,500	92,637	13,863
Rent	13,000	12,521	479
Miscellaneous	790,700	834,933	(44,233)
Total Expenses	8,537,660	8,353,167	184,493
Net Revenues Before Capital Revenues (Expenditures) and (Debt Service and Fees)	2,302,740	2,337,139	34,399
Capital Revenues	21,250	-	(21,250)
Capital Expenditures	(1,241,950)	(849,207)	392,743
Debt Service and Fees	(2,129,750)	(2,128,780)	970
Net Changes in Net Position	(1,047,710)	(640,848)	406,862
Net Position:			
Budget basis:			
Unreserved:			
Beginning of year	1,456,082	1,456,082	-
Transfers from (to) reserved	207,775	207,792	17
End of year	616,147	1,023,026	406,879
Reserved:			
Beginning of year	2,025,750	2,025,750	-
Transfers from (to) reserved	(207,775)	(207,792)	(17)
End of year	1,817,975	1,817,958	(17)
Budget basis, end of year	$ 2,434,122	$ 2,840,984	$ 406,862

* The City adopts a separate budget for the utility operating fund (part of the waterworks/sanitary sewer enterprise fund). Actual amounts presented above include amounts encumbered at year end, which are treated as expenditures for purposes of the budget to actual comparison. Additionally, capital expenditures and bond principal payments are recognized as expenses for budget purposes.

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CITY OF ST. PETERS, MISSOURI

SCHEDULE OF REVENUES AND EXPENSES - BUDGET AND ACTUAL - BUDGET BASIS - ENTERPRISE FUND - SOLID WASTE FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Revised Final Budget	Actual	Variance With Final Budget - Positive (Negative)
Revenues:			
Trash collection	$ 5,475,500	$ 5,639,381	$ 163,881
Miscellaneous	142,800	178,072	35,272
Interest	500	160	(340)
Total Revenues	5,618,800	5,817,613	198,813
Expenses:			
Personnel costs	2,439,780	2,241,589	198,191
Utilities	56,300	52,625	3,675
Disposal fees	1,048,600	1,095,371	(46,771)
Repairs and maintenance	298,300	318,028	(19,728)
Capital expenditures	818,000	732,378	85,622
Chemicals and supplies	5,000	1,399	3,601
Professional services	15,180	19,878	(4,698)
Supplies and other	63,550	61,855	1,695
Insurance	26,600	31,431	(4,831)
Gasoline and fuel	296,400	205,236	91,164
Rent	1,800	1,189	611
Miscellaneous	692,200	677,927	14,273
Total Expenses	5,761,710	5,438,906	322,804
Net Changes in Net Position	(142,910)	378,707	521,617
Net Position:			
Budget basis:			
Unreserved:			
Beginning of year	1,043,680	1,043,680	-
Transfers from (to) reserved	-	-	-
End of year	900,770	1,422,387	521,617
Reserved:			
Beginning of year	250,000	250,000	-
Transfers from (to) reserved	-	-	-
End of year	250,000	250,000	-
Budget basis, end of year	$ 1,150,770	$ 1,672,387	$ 521,617

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CITY OF ST. PETERS, MISSOURI

SCHEDULE OF REVENUES AND EXPENSES - BUDGET AND ACTUAL - BUDGET BASIS - ENTERPRISE FUND - CENTRAL MATERIALS PROCESSING FACILITY FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Revised Final Budget	Actual	Variance With Final Budget - Positive (Negative)
Revenues:			
Tipping fees	$ 2,126,900	$ 2,257,190	$ 130,290
Recycling fees	1,357,800	1,185,662	(172,138)
Earth Centre	399,600	390,251	(9,349)
Intergovernmental	-	914	914
Interest	500	84	(416)
Miscellaneous	37,000	18,326	(18,674)
Total Revenues	3,921,800	3,852,427	(69,373)
Expenses:			
Personnel costs	1,968,420	1,783,050	185,370
Disposal fees	1,261,500	1,204,475	57,025
Utilities	62,100	56,215	5,885
Capital expenditures	231,300	189,195	42,105
Professional services	39,150	32,061	7,089
Repairs and maintenance	96,800	112,067	(15,267)
Insurance	21,300	22,359	(1,059)
Gasoline and fuel	46,500	30,949	15,551
Supplies and other	648,280	624,864	23,416
Total Expenses	4,375,350	4,055,235	320,115
Net Changes in Net Position	(453,550)	(202,808)	250,742
Net Position:			
Budget basis:			
Unreserved:			
Beginning of year	644,453	644,453	-
End of year	190,903	441,645	250,742
Reserved:			
Beginning of year	175,000	175,000	-
End of year	175,000	175,000	-
Budget basis, end of year	$ 365,903	$ 616,645	$ 250,742

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CITY OF ST. PETERS, MISSOURI

SCHEDULE OF REVENUES AND EXPENSES - BUDGET AND ACTUAL - BUDGET BASIS - ENTERPRISE FUND - RECREATION FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

	Revised Final Budget	Actual	Variance With Final Budget - Positive (Negative)
Revenues:			
Recreation	$ 7,037,500	$ 6,803,164	$ (234,336)
Interest	500	151	(349)
Total Revenues	7,038,000	6,803,315	(234,685)
Expenses:			
Personnel costs	3,897,500	3,729,604	167,896
Utilities	984,000	914,834	69,166
Repairs and maintenance	235,000	231,283	3,717
Capital expenditures	227,005	80,009	146,996
Chemicals and supplies	83,500	70,742	12,758
Professional services	166,950	144,864	22,086
Supplies and other	436,125	403,965	32,160
Concessions	241,500	246,641	(5,141)
Insurance	50,400	52,567	(2,167)
Gasoline and fuel	33,050	19,801	13,249
Miscellaneous	68,100	203,299	(135,199)
Total Expenses	6,423,130	6,097,609	325,521
Net Revenues Before Debt Service and Fees	614,870	705,706	90,836
Debt Service and fees	1,355,500	1,353,541	1,959
Revenues Under Expenses	(740,630)	(647,835)	92,795
Other Financing Sources:			
Transfers in	700,000	675,329	(24,671)
Net Changes in Net Position	(40,630)	27,494	68,124
Net Position:			
Budget basis:			
Unreserved:			
Beginning of year	301,675	301,675	-
Transfers from (to) reserved	27,158	43,206	16,048
End of year	288,203	372,375	84,172
Reserved:			
Beginning of year	836,005	836,005	-
Transfers from (to) reserved	(27,158)	(43,206)	(16,048)
End of year	808,847	792,799	(16,048)
Budget basis, end of year	$ 1,097,050	$ 1,165,174	$ 68,124

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APPENDIX B

BOOK-ENTRY ONLY SYSTEM

General. The Bonds are available in book-entry only form. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Ownership interests in the Bonds will be available to purchasers only through a book-entry system (the "Book-Entry System") maintained by DTC.

The following information concerning DTC and DTC's book-entry system has been obtained from DTC. The City (referred to in this section as the "Issuer") takes no responsibility for the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be delivered as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be delivered for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

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4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

10. The Participants holding a majority position in the Bonds may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository).In that event, bonds will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

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