



TENTATIVE AGENDA  
BOARD OF ALDERMEN WORK SESSION  
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE  
ST. PETERS, MO 63376  
JUNE 23, 2016 AT 4:30 P.M.

- A. Legislative Update by Nikki Strong in Aldermanic Conference Room from 4:30 - 5:00 PM
- B. Communications from Board Members/Aldermanic Representatives
- C. BOA Items for Discussion

Unfinished (Old) Business Items:

1. [Discussion/Code Amendment to Restrictions on Use of Memorial Sites](#) (from 5/12/16 Work Session) – Shea
2. [Draft Resolution Designating Memorial Sites](#) – Shea

New Business:

No items scheduled for discussion

- D. Mayor/City Administrator Item

Unfinished (Old) Business Items:

1. [Discussion of Firearms Use in Rural St. Peters Boundary Lines](#) (from 4/28/16 Work Session) – Mayor

New Business:

2. [Discussion/City Code Amendments to Chapters 210 Offenses, 600 Alcoholic Beverages and 405 Zoning and Subdivision Regulations](#) – Mayor
3. [Renewal of Lobbyist Contract](#) – Charnisky
4. [Public Works Building Bid Recommendation](#) – Batzel
5. [Boone Hills & Jungermann Intersection Improvements Consultant Recommendation](#) – Batzel
6. [Spencer Creek Channel & St. Peters Condo Basin Improvement Project P-12 Bid Recommendation](#) – Batzel
7. [Country Hill Estates Stormwater Improvement Project P-24 Bid Recommendation](#) – Batzel
8. [Mid Rivers Investment Partners, LLC Development Agreement](#) – Batzel
9. [Gateway Greenlight Agreement Amendment](#) – Batzel

10. [Special Service Area Sewer Improvement Project Bid Recommendation](#) – Malach
11. [Medical/Rx/Dental and Stop Loss Provider Recommendation FY2017](#) – Pratt
12. [Drug Task Force Memorandum of Understanding](#) – Finkelstein
13. [Discussion/Prescription Drug Disposal Box](#) – Finkelstein
14. [City Hall/Rec-Plex Tuck pointing Bid Recommendation](#) – Oloteo
15. [370 Lakeside Park Sprayground Bid Recommendation](#) – Hutsler
16. [Purchase Recommendation of Replacement Heavy Duty Truck](#) – Kuppler
17. [Secretary of State/Records Retention Schedule](#) – Smith
18. Miscellaneous Updates – Charnisky
  - a. Kennel Agreement Update – Charnisky
  - b. Celebrate St. Peters Update – Bedian
19. Board Meeting Agenda Item Revisions – Charnisky
20. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

E. Adjournment

AGENDA Posted at City Hall: June 20, 2016  
By: P. Smith, City Clerk

Next Work Session: July 28, 2016

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING A CERTAIN SECTION OF THE ST. PETERS CITY CODE: TITLE II: PUBLIC HEALTH, SAFETY AND WELFARE DEALING WITH THE RESTRICTIONS ON USE OF MEMORIAL SITES IN THE CITY LIMITS OF THE CITY OF ST. PETERS, MISSOURI

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

SECTION 1. That SECTION 240.110 RESTRICTIONS ON USE OF MEMORIAL SITES of the Municipal Code of the City of St. Peters Title II: Public Health, Safety and Welfare is hereby amended by deleting the same in its entirety and substituting in lieu thereof the following:

**Section 240.110 Restrictions on Use of Memorial Sites.**

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

**MEMORIAL SITE:**

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

**PROHIBITED ACTIVITY:**

Means and includes the following:

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

3. Damaging or defacing a memorial site; or
4. Erecting any garage/yard sale sign, real estate sign, residential construction project sign, church directional sign, political signs, or any other temporary or permanent sign on any Memorial Site of the City of St. Peters except the City of St. Peters, its departments, agencies, contractors or subcontractors, the County of St. Charles and the State of Missouri.

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

SECTION 2. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

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 23rd day of June, 2016.

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As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this 23rd day of June, 2016

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

DRAFT

A RESOLUTION DESIGNATING THE PHYSICAL LOCATION AND PREMISES OF  
THE TWO EXISTING CITY OF ST. PETERS VETERANS MEMORIAL SITES

**Whereas**, the City's two memorials sites were constructed and designed to be places of honor, remembrance, and as tributes to the men and women who have served and sacrificed for our community, state and nation, in the armed forces; and

**Whereas**, the City's Board of Aldermen desires to appropriately designate the locations and premises of the two existing St. Peters Veterans Memorial sites.

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

SECTION 1. The City of St. Peters Board of Aldermen do hereby designate the physical location of Veterans Memorial, located at City Centre Complex, One St. Peters Centre Boulevard; and Veterans Memorial South, located at 890 Jungermann Road.

SECTION 2. That the Memorial site premises of the Veterans Memorial and the Veterans Memorial South be designated as 130 feet/40 meters radius from the center of the Memorial Structure, but excluding any portion of a public roadway.

Read and Adopted this 23<sup>rd</sup> Day of June, 2016.

\_\_\_\_\_  
As Presiding Officer and As Mayor  
Len Pagano, Mayor

ATTEST: \_\_\_\_\_  
Patricia E. Smith, City Clerk

**RBA FORM (OFFICE USE)**

MEETING DATE: 6-23-16

Regular ( ) Work Session ( x )

ATTACHMENT: YES ( X ) NO ( )

Contract ( ) Ordinance ( X ) Other ( )

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**Request for Board Action  
By Mayor**

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

**Brief Description:** Discussion of Firearms Use in Rural St. Peters Boundary Lines

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

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**Summary/Explanation:**

There is a need to press forward regarding an Ordinance to permit hunting with a special use permit in Agricultural, I-1 and II-2 zoning districts. This was originally discussed at the April 28, 2016 Work Session meeting.

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

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RBA requested by: Mayor Pagano

CA: William Charnisky





BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTIONS 210.175.A., SUBSECTIONS 3 AND 6, 405.100.B., 405.110.C., 405.230.D., AND 405.240.D. OF THE ST. PETERS CITY CODE, AND ENACTING A NEW SECTION 405.500, REGULATING THE USE OF LAND IN CERTAIN ZONING CLASSIFICATIONS WITHIN THE CITY; AND, PROVIDING PENALTIES FOR VIOLATIONS THEREOF

WHEREAS, under § 79.450(2), RSMo., the Board of Aldermen of the City of St. Peters, Missouri, has the authority to “regulate, restrain and prevent the discharge of firearms” in the City; and

WHEREAS, the Board of Aldermen does hereby find, determine and declare that unregulated hunting on land within the City is dangerous to residents of the City; and

WHEREAS, after publishing notice hereof, the Planning and Zoning Commission and the Board of Aldermen of the City did hold Public Hearings on these proposed revisions to Chapter 405 of the St. Peters City Code; and

WHEREAS, at such Public Hearings all persons-in-interest, residents and other citizens were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of St. Peters does desire to regulate, on land within the City, hunting and the discharge of firearms and projectile weapons.

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

SECTION NO. 1. That Section 210.175.A., Subsections 3 and 6 of the St. Peters City Code be and they hereby are amended by deleting the same in their entirety, and adding thereto new Subsections 3 and 6 which shall read as follows:

3. Discharges or shoots a firearm, except in Hunting Heritage Protection Areas as defined in Section 252.243, RSMo. or as permitted in Section 405.500 of the St. Peters City Code.

6. Openly carries a firearm or any other weapon readily capable of lethal use, except in Hunting Heritage Protection Areas as defined in Section 252.243, RSMo. or as permitted in Section 405.500 of the St. Peters City Code.

SECTION NO. 2. That Section 405.110.C. (“A-1” Agricultural District) of the St. Peters City Code be and is hereby amended by adding thereto a new Subsection 7 which shall read as follows:

7. Hunting of wildlife.

SECTION NO. 3. That Section 405.230.D. (“I-1” Light Industrial District) of the St. Peters City Code be and is hereby amended by adding thereto a new Subsection 19 which shall read as follows:

19. Hunting of wildlife.

SECTION NO. 4. That Section 405.240.D. (“I-2” Heavy Industrial District) of the St. Peters City Code be and is hereby amended by adding thereto a new Subsection 28 which shall read as follows:

28. Hunting of wildlife.

SECTION NO. 5. That Section 405.100.B. (“Definitions and Rules of Construction”) of the St. Peters City Code be and is hereby amended by adding thereto the following:

**FIREARM:** Any weapon that is designed or adapted to expel a projectile by the action of an explosive.

**PROJECTILE WEAPON:** Any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

**PUBLIC ROADWAY:** The right of way which is either owned in fee or by easement by the State of Missouri, St. Charles County, or the City of St. Peters, or which is used by the general public for travel and is also regularly maintained by the Missouri Department of Transportation, United States of America, St. Charles County, the City of St. Peters, or any agency or instrumentality thereof.

**SHOTGUN:** Any firearm designed or adapted to be fired from the shoulder and to use the energy of the explosive in a fixed shotgun shell to fire a number of shot or a single projectile through a smooth bore barrel by a single function of the trigger.

**WILDLIFE:** All wild birds, mammals, fish and other aquatic and amphibious forms, and all other wild animals, regardless of classification, whether resident, migratory or imported, protected or unprotected, dead or alive, and any and every part of any individual species of wildlife.

SECTION NO. 6. That Article VI of Chapter 405 of the St. Peters City Code be and is hereby amended by adding thereto a new Section 405.500 which shall read as follows:

SECTION 405.500. HUNTING OF WILDLIFE WITHIN THE CITY.

A. *Certain Hunting Permitted.* Upon first obtaining a special use permit to hunt on certain property within the City, the following hunting activities may be permitted:

1. *Hunting with Projectile Weapons.* Hunting of wildlife with a projectile weapon on property consisting of at least five (5) contiguous acres.

2. *Hunting with Shotguns.* Hunting of wildlife on property consisting of at least forty (40) contiguous acres with shotguns loaded with a self-contained cartridge containing multiple, spherical projectiles commonly referred to as “shot.”

Two or more properties may be combined, upon written consent of all the owners of all the properties to be combined, to achieve the minimum land size requirements of this Subsection A.

*B. Specific Action Prohibited/Required.*

1. All hunters must complete a hunter safety course prior to hunting in the City.

2. The holder of a special use permit to hunt wildlife must annually provide the City with a certificate of insurance providing evidence of a policy of general liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate.

3. All hunters must carry a valid Missouri hunting permit and any necessary tags on their person at all times, and must otherwise comply with the State of Missouri Wildlife Code, Federal hunting regulations, and City ordinances.

4. It shall be unlawful for any person to discharge any firearm or projectile weapon from, towards or across any public roadway or sidewalk.

5. It shall be unlawful for any person to discharge a firearm or projectile weapon within two hundred fifty (250) yards of any church, school, or playground.

6. It shall be unlawful for any person to discharge any firearm or projectile weapon at or in the direction of another person, any vehicle, dwelling unit, church, school, playground or building that is within the range of discharge plus two hundred fifty (250) feet.

7. It shall be unlawful for any person to discharge a firearm or projectile weapon within two hundred fifty (250) feet of any vehicle, dwelling unit, or building, unless the hunter is the owner of such vehicle, dwelling unit, or building, or unless the hunter has previously received express authority from such owner to discharge the shotgun, firearm or projectile weapon within two hundred fifty (250) feet of such vehicle, dwelling unit, or building.

8. It shall be unlawful for any person to knowingly discharge a firearm or projectile weapon while on the property of another without first having obtained permission from the owner, lessee, or person in lawful possession of such property.

*C. Violations.* Any person determined to be in violation of any of the provisions of this Section shall, upon conviction, be subject to a fine of up to five hundred dollars (\$500.00) and up to

ninety (90) days in the St. Charles County Jail, or to both such fine and imprisonment. Each incident or day of such violation shall constitute a separate offense.

SECTION NO. 7. 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. 8. 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. 9. 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

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**Request for Board Action  
By Mayor**

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

**Brief Description:** Discussion/City Code Amendment to Chapters 210 Offenses, 600 Alcoholic Beverages, and 405 Zoning and Subdivision Regulations

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

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**Summary/Explanation:**

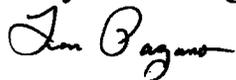
Discussion is desired regarding proposed amendments to the City Code Chapter 210, to prohibit indecent exposure, Chapter 405 to regulate adult-oriented businesses in the City and Chapter 600, premises to be kept orderly. The intent is to protect the health, safety and general welfare and property values of the residents of the City of St. Peters through reasonable and uniform regulation thereof.

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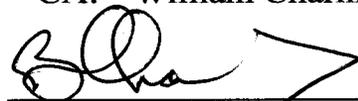
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

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RBA requested by: Mayor Len Pagano



CA: William Charnisky



BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTIONS 210.005 AND 405.100.B OF THE ST. PETERS CITY CODE; ENACTING A NEW SECTION 210.282; AND AMENDING SECTIONS 210.280, 405.240.D.16, AND 600.230 OF THE ST. PETERS CITY CODE BY DELETING THEM IN THEIR ENTIRETY, AND, IN LIEU THEREOF, ENACTING NEW SECTIONS 210.280, 405.240.D.16, AND 600.230; PROHIBITING INDECENT EXPOSURE AND SEXUAL CONDUCT WITH ANIMALS; AND REGULATING ADULT-ORIENTED BUSINESSES IN THE CITY OF ST. PETERS

WHEREAS, the purpose of this ordinance is to prohibit indecent exposure and regulate adult-oriented businesses in the City of St. Peters in order to protect the health, safety and general welfare and property values of the residents of the City through reasonable and uniform regulation thereof. It is not the intent or purpose of this ordinance to prohibit adult-oriented businesses from having a reasonable opportunity to locate in this City; and

WHEREAS, reports of the Minnesota Attorney General's Working Group on Sexually Oriented Businesses Reports and reports completed for the cities of Minneapolis, St. Paul, Indianapolis, Phoenix and Los Angeles have concluded that:

- 1) Studies have concluded that adult-oriented businesses may have adverse impacts on the surrounding properties and neighborhoods;
- 2) The adverse effects caused by adult-oriented businesses tend to diminish if adult-oriented businesses are governed by local requirements;
- 3) The public health, safety, and general welfare will be promoted by this City adopting regulations governing adult-oriented businesses; and

WHEREAS, the Board of Aldermen finds, based upon the studies described above, that:

- 1) Studies have shown a close association between adult-oriented businesses,
- 2) High crime rates and low property values in a neighborhood.
- 3) Arrests for sexual crimes and the location of adult-oriented businesses were directly related.
- 4) A concentration of adult-oriented businesses has serious impacts upon the surrounding neighborhood.
- 5) Community impacts of adult-oriented businesses are primarily a function of two variables, proximity to residential areas and concentration. Property values are directly affected within a small radius of the location of an adult-oriented business. Concentration may compound depression of property values and may lead to an increase in crime sufficient to change the quality of life and perceived desirability of property in a neighborhood.

- 6) When adult-oriented businesses have multiple uses (i.e., theater, bookstore, nude dancing, peep booths), one building can have the impact of several separate businesses.
- 7) The presence of bars in the immediate vicinity of adult-oriented businesses also compounds impacts upon the neighborhood.
- 8) Evidence on a national level highlights the vulnerability of adult-oriented businesses to criminal control.
- 9) The limitation on the hours of operation and the regulation of exterior appearance, including signage, of adult-oriented business activities is necessary to protect and secure neighboring uses, to control adverse noise and traffic impacts associated with those activities, and otherwise address, mitigate, and if possible, eliminate the adverse impacts and secondary effects of adult-oriented business activities on the areas in which such activities are located or taking place; and

WHEREAS, the Board of Aldermen of the City of St. Peters finds and determines that adult-oriented businesses, as a category of commercial enterprises, are associated with a wide variety of adverse secondary effects, including but not limited to personal and property crimes, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation; and

WHEREAS, the Board of Aldermen finds and determines that adult-oriented businesses should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other adult-oriented businesses, to minimize the secondary effects associated with such uses and to prevent an unnecessary concentration of adult-oriented businesses in one area; and

WHEREAS, the Board of Aldermen finds and determines that the foregoing negative secondary effects constitute a harm which the City has a substantial interest in preventing or abating, or both; and

WHEREAS, the Board of Aldermen finds and determines that this Bill leaves more than reasonable alternative avenues of communication for adult-oriented businesses; and

WHEREAS, the Planning and Zoning Commission of the City of St. Peters, Missouri, did consider and recommend revisions to Sections 405.100.B and 405.240.D.16 of the City Code; and

WHEREAS, after publishing notice, the Board of Aldermen and the Planning and Zoning Commission did hold Public Hearings on the proposed revisions; and

WHEREAS, at such Public Hearings all persons-in-interest and other citizens were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen desires to prohibit indecent exposure and regulate adult-oriented businesses in the City;

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

SECTION NO. 1. That Section 210.005 of the City Code be and is hereby amended by deleting the definitions of “sexual conduct” and “sexual contact” in their entirety and enacting, in lieu thereof, new definitions of “animal,” “fully opaque covering,” “nudity,” “public place,” “semi-nudity,” “sexual contact,” “sexual conduct,” “sexual conduct with an animal” and “sexual intercourse” which shall read as follows:

SECTION 210.005 DEFINITIONS.

ANIMAL: Every creature, either alive or dead, other than a human being.

FULLY OPAQUE COVERING: Non-transparent clothing or other similar object or substance. This term does not include body paint, body dyes, tattoos, liquid latex, whether wet or dried, and other similar substances.

NUDITY: The showing of the human genitals, pubic area, vulva, anus, anal cleft, or the female breast with less than a fully opaque covering of any part of the nipple or areola.

PUBLIC PLACE: Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, schools, restaurants and bars, hospitals, apartment houses, office buildings, transport facilities, and retail shops. A public place does not include any place where persons appearing in a state of semi-nudity do so in a modeling class operated:

1. By a college, junior college, or university supported entirely or partly by taxation;

2. By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or

3. In a structure:

a. Which has no sign visible from the exterior of the structure and no other advertising that indicates a semi-nude person is available for viewing; and

b. Where, in order to participate in a class, a student must enroll at least three days in advance of the class.

SEMI-NUDITY: The showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at such point, or the showing of the male or female buttocks. Such definition includes the lower portion of the human female breast, but shall not include any portion of the cleavage of the female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

~~SEXUAL CONDUCT: Sexual intercourse, sexual contact or masturbation Acts of human masturbation; deviate sexual intercourse; sexual intercourse; or physical contact with a person's clothed or unclothed genitals, pubic area, buttocks or the breast of a female in an act of apparent sexual stimulation or gratification.~~

~~SEXUAL CONDUCT WITH AN ANIMAL: Any touching of an animal with the genitals or any touching of the genitals or anus of an animal for the purpose of arousing or gratifying the person's sexual desire.~~

~~SEXUAL CONTACT: Any touching of another person with the genitals or any touching of the genitals or anus of any another person, or the breast of any female person, or any such touching through the clothing, for the purpose of arousing or gratifying sexual desire of any person or for the purpose of terrorizing the victim.~~

~~SEXUAL INTERCOURSE: Any penetration, however slight, of the female genitalia by the penis. Sexual intercourse also includes any act involving the genitals of one person and the hand, mouth, tongue, or anus of another person or a sexual act involving the penetration, however slight, of the penis, female genitalia, or the anus by a finger, instrument or object done for the purpose of arousing or gratifying the sexual desire of any person or for the purpose of terrorizing the victim.~~

SECTION NO. 2. That Section 210.280 of the City Code be and is hereby amended deleting it in its entirety and enacting, in lieu thereof, a new Section 210.280 which shall read as follows:

SECTION 210.280: INDECENT EXPOSURE.

A. ~~Except as otherwise provided in Subsections B and C of this Section 210.280, Any person twelve (12) years of age or older who knowingly or intentionally, in a public place or any place open to the public, to include, but not be limited to, indoor and outdoor entertainment establishments, restaurants, theaters, premises licensed to sell intoxicating liquor, bookstores and places of public accommodation where one (1) or more other persons is present, does or engages in any of the following shall be guilty of indecent exposure and unlawful acts of public indecency:~~

- ~~1. Any person who engages in sexual intercourse.~~
- ~~2. Any person who engages in deviate sexual conduct.~~
- ~~3. Any person who touches or simulates the touching, caressing or fondling of the breast, buttocks, anus or genitals of himself/herself or another person.~~
- ~~4. Any person who permits the performance of acts, or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law.~~

~~52. Any person who appears in a state of nudity or semi-nudity displays by actual or simulated displaying any portion of the areola of the female breast, pubic hair, anus, vulva or genitals.~~

~~6. Any person who allows a person to remain in or upon any licensed premises who exposes to public view any portion of his/her genitals or anus.~~

~~73. Any person who displays films, video programs or pictures depicting persons in a state of nudity or semi-nudity or engaging in sexual conductacts, the live performances of which are prohibited by this regulation or by any other law.~~

~~4. Any person who is the legal owner of a public place, has the authority to control access to the public place, or otherwise exercises authority over a public place and who expressly authorizes, employs or permits a person to appear in a state of nudity or semi-nudity or to engage in sexual conduct.~~

~~8. Any person who appears in a state of nudity; nudity meaning the showing of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the showing of the female breast with less than a fully opaque covering of any part of the nipple or areola, or the showing of the covered male genitals in a discernibly turgid state.~~

~~B. Notwithstanding any other provision of this Section 210.280 to the contrary, a mother may breast-feed her child or express breast milk in any public or private location where the mother is otherwise authorized to be. The act of a mother breast-feeding a child or expressing breast milk in a public or private location where the mother and child are otherwise authorized to be shall not:~~

~~1. Constitute sexual conduct or sexual contact; or~~

~~2. Be considered an act of indecent exposure.~~

~~C. Any person who knowingly or intentionally does or engages in any of the actions described in Subsection A, Subparagraphs 2, 3 and 4 shall not be guilty of indecent exposure if the action(s) takes place in an “adult oriented business, bookstore, video store or peep show” as defined in Section 405.100 and that is operated in accordance with Section 405.530 and other applicable laws and ordinances of the City.~~

SECTION NO. 3. That Article VIII of Chapter 210 of the City Code be and is hereby amended by enacting a new Section 210.282 which shall read as follows:

SECTION 210.282: SEXUAL CONDUCT WITH AN ANIMAL.

No person shall engage in sexual conduct with an animal. Nothing in this Section shall be construed to prohibit generally accepted animal husbandry, farming and ranching practices or generally accepted veterinary medical practices.

SECTION NO. 4. That Section 405.100.B of the City Code be and is hereby amended by deleting the definition of “adult oriented business, bookstore, video store or peep show” in its

entirety and enacting, in lieu thereof, new definitions of “adult oriented business, bookstore, video store or peep show,” “fully opaque covering,” “nude,” “semi-nude,” “sexual conduct,” “sexual contact,” and “sexual intercourse” which shall read as follows:

#### SECTION 405.100 DEFINITIONS AND RULES OF CONSTRUCTION.

**ADULT ORIENTED BUSINESS, BOOKSTORE, VIDEO STORE OR PEEP SHOW:**  
A business establishment which, as its principal purposes, offers for sale, rental, display or viewing for any form of consideration any one (1) or more of the following:

1. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, computer disks, or other visual representations which depict or describe ~~“sexual activities”~~acts of sexual conduct or ~~“anatomical areas”~~persons in a state of nudity or semi-nudity.

2. Instruments, devices, or paraphernalia which are designed for use in connection with acts of sexual conduct~~“sexual activities”~~.

3. Business establishment where for any form of consideration, films, motion pictures, video cassettes, slides, computer disks, or similar photographic reproductions are regularly shown which are characterized by the depiction of acts of sexual conduct or persons in a state of nudity or semi-nudity~~“sexual activities”~~ or ~~“anatomical areas”~~.

4. A business establishment where for any form of consideration dancing or viewing of live nude or semi-nude men or women is conducted.

5. Such uses as described above shall not be considered "adult" for the purpose of being required to locate within an industrial zoning district if all of the following criteria are met:

a. The sale of merchandise depicting or describing acts of sexual conduct or persons in a state of nudity or semi-nudity is an accessory use to a non-adult oriented business.

b. All merchandise depicting or describing acts of sexual conduct or persons in a state of nudity or semi-nudity is packaged for sale and use off of the premises with no "adult" oriented activity taking place on the premises.

c. The area in which merchandise depicting or describing acts of sexual conduct or persons in a state of nudity or semi-nudity is located is completely screened from public view and occupies no more than twenty-five percent (25%) of the general sales area of the business.

FULLY OPAQUE COVERING: Non-transparent clothing or other similar object or substance. This term does not include body paint, body dyes, tattoos, liquid latex, whether wet or dried, and other similar substances.

NUDITY: The showing of the human genitals, pubic area, vulva, anus, anal cleft, or the female breast with less than a fully opaque covering of any part of the nipple or areola.

SEMI-NUDITY: The showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at such point, or the showing of the male or female buttocks. Such definition includes the lower portion of the human female breast, but shall not include any portion of the cleavage of the female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

SEXUAL CONDUCT: Sexual intercourse, sexual contact or masturbation.

SEXUAL CONTACT: Any touching of another person with the genitals or any touching of the genitals or anus of another person, or the breast of any female person, or such touching through the clothing, for the purpose of arousing or gratifying sexual desire of any person or for the purpose of terrorizing the victim.

SEXUAL INTERCOURSE: Any penetration, however slight, of the female genitalia by the penis. Sexual intercourse also includes any act involving the genitals of one person and the hand, mouth, tongue, or anus of another person or a sexual act involving the penetration, however slight, of the penis, female genitalia, or the anus by a finger, instrument or object done for the purpose of arousing or gratifying the sexual desire of any person or for the purpose of terrorizing the victim.

SECTION NO. 5. That Section 405.240.D.16 of the City Code be and is hereby amended deleting it in its entirety and enacting, in lieu thereof, a new Section 405.240.D.16 which shall read as follows:

16. ~~Adult oriented business, bookstore, video store or peep show~~~~Sexually explicit or similar services or business establishments including, but not limited to, adult bookstores and peep shows.~~

SECTION NO. 6. That Section 600.230 of the City Code be and is hereby amended deleting it in its entirety and enacting, in lieu thereof, a new Section 600.230 which shall read as follows:

SECTION 600.230: PREMISES TO BE KEPT ORDERLY.

A. All licensees under this Chapter shall at all times keep and maintain an orderly place upon the premises.

B. A premises shall not be deemed an orderly place if there are at least two (2) instances of disorderly conduct on the premises in the same liquor license year and the disorderly conduct promotes disturbances or breaches of the peace, or violations of the law. Disorderly conduct includes, but is not limited to, the following:

1. Actions or conduct which become a nuisance;
2. Offenses concerning public peace under Article V of Chapter 210 of the City Code;
3. A licensee's failure, or the failure of the licensee's employees, to immediately prevent or suppress any violent quarrel, disorder, brawl, fight or other improper or unlawful conduct of any person upon the premises;
4. Failing to immediately report to law enforcement authorities the occurrence of an illegal or violent act that has been committed on or about the licensed premises, in the event that a licensee or his/her employee knows or should have known of such illegal or violent act;
5. Failing to cooperate with law enforcement authorities during the investigation into an occurrence identified in subsection B.4 of this Section;
6. Open, repeated, and continuous sales of intoxicating liquors to minors; and
7. ~~Indecent exposure offenses under Section 210.280 of the City~~ The performance of acts, or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law or ordinance;
8. ~~The displaying of any portion of the areola of the female breast;~~
9. ~~The actual or simulated touching, caressing or fondling of the breast, buttocks, anus or genitals;~~
10. ~~The actual or simulated displaying of the pubic hair, anus, vulva or genitals;~~
11. ~~The permitting by a licensee of any person to remain in or upon the premises who exposes to public view any portion of his/her genitals or anus; and~~
12. ~~The displaying of films, video programs or pictures depicting acts, the live performances of which are prohibited by law or ordinance.~~

SECTION NO. 7. 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. 8. 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. 9. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**RBA FORM (OFFICE USE)**

MEETING DATE: 6-23-16

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract (X) Ordinance ( ) Other ( )

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**Request for Board Action  
By Staff**

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

**Brief Description:** Renewal of Lobbyist Contract

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

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**Summary/Explanation:**

Please see attached letter from Strong Consulting Group, L.L.C. regarding the contract renewal.

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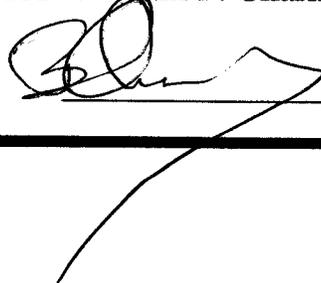
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

\$36,000 per year for the next four years, budgeted.

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RBA requested by: William P. Charnisky

CA: William P. Charnisky



**STRONG CONSULTING GROUP, L.L.C.**

236 Metro Drive  
Jefferson City, MO 65109  
573-694-1112

June 13, 2016

Mr. Bill Charnisky, City Administrator  
City of St. Peters  
P.O. Box 9  
One St. Peters Centre Blvd.  
St. Peters, MO 63376

Re: Strong Consulting Group, L.L.C.-Contract Renewal

Dear Mr. Charnisky:

It has been a pleasure representing the City of St. Peters the past 6 years. I appreciate the opportunity the City has given me to represent it and feel we have made it through the past 6 years with some great successes for the City.

Some of our successes over the years have included: (1) passing enabling legislation for a water line insurance program; (2) passed enabling legislation for the City of St. Peters to go to the vote of the people for approval of a 2% transient guest tax; (3) together with the Missouri Auto Dealers Association and Department of Revenue passed enabling legislation to go to the vote of the people for approval of use tax for out of state automobiles, including a bill this past session extending the sunset on this legislation; (4) successfully monitored all legislation affecting the City of St. Peters and kept many pieces of harmful legislation from passing or amended many pieces of legislation thereby protecting the City from harmful language; (5) provided timely and continual communication with the City; and (6) improved relationships between the City of St. Peters and the St. Charles County delegation of state legislators and the hotel motel industry.

The Work Authorization between my company and the City of St. Peters is up for renewal. I would like to continue my working relationship with the City for years to come. Due to the past successes I have had on behalf of the City, I would like to respectfully ask you, Mayor Pagano and the Board to consider renewing my contract under some of the same terms as we have been operating in the past. I propose a contract renewal containing the same compensation rate of \$3,000/month or \$36,000 per year including three one year renewals at the same proposed rate of compensation. In short my proposal to the City is for my team to represent you for the next four years at the same \$3,000/month rate of compensation.

As I mentioned above my proposal is for "my team" to represent the City for the next three years. As you are aware, Mark Bruns has worked with Strong Consulting Group the past two years. Mark has been a great addition to my team. Adding such an experienced and well respected individual to my team has only added to Strong Consulting's value and successes Strong Consulting has had on behalf to the City.

Please let me know if this contract renewal proposal is acceptable to the City or if you have any questions regarding my proposal.

I would like to thank you, Mayor Pagano and the Board for giving me this opportunity and I look forward to a working relationship with the City of St. Peters for years to come. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Nikki Strong". The signature is written in a cursive, flowing style.

Nikki R. Strong  
STRONG CONSULTING GROUP, L.L.C.

:ns

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other (X)

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**Request for Board Action  
By Staff**

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

**Brief Description:** An ordinance to authorize the City Administrator to execute a contract for the construction of the Public Works Building Shed 1 and 2 Reconstruction Project

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

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**Summary/Explanation:**

Please refer to the attached recommendation memo dated June 14, 2016.

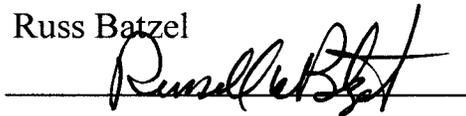
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**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)  
The FY 2016 Transportation Trust Fund budget for this project is \$200,000

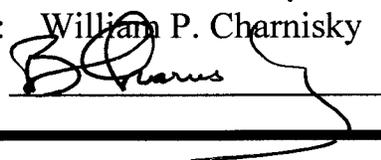
Approval of this recommendation will authorize the award of a design/build contract in the initial amount of \$173,611.00.

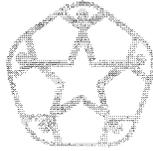
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RBA requested by: Russ Batzel



CA: William P. Charnisky





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**INTEROFFICE MEMORANDUM**

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**TO:** BILL CHARNISKY, CITY ADMINISTRATOR  
**FROM:** RUSS BATZEL, MANAGER/TDS  
**SUBJECT:** BID RECOMEMNDATPUBLIC WORKS BUILDING SHED 1 AND 2 RECONSTRUCTION  
**DATE:** JUNE 14, 2016  
**CC:** WILLIAM BENESEK, DIRECTOR OF TRANSPORTATION

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**Recommendation:** I recommend awarding the Public Works Building Shed 1 and 2 Reconstruction Project (Bid 16-169) to the low, responsive and responsible bidder, Lejas Corporation of St. Louis, Missouri. Approval of this recommendation will authorize the award of a design/build contract in the initial amount of \$173,611.00.

The FY 2016 Transportation Trust Fund budget for this project is \$200,000.

**Background:** On June 7, 2016, two (2) bids were received and opened for the Public Works Building Shed 1 and 2 Reconstruction Design/Build Project (Bid 16-169). The project will design and construct two (2), three (3) sided storage buildings at the City's Public Works Facility, located at 100 Boone Hills Drive. These buildings were destroyed during a strong storm and wind event in late spring of 2015. Lejas Corporation of St. Louis, Missouri submitted the lowest, responsive and responsible bid of \$173,611. Lejas' bid is 54% lower than the second low bid received from Crafton Contracting Company.

Below is a summary of the bids received.

<b>Bidder</b>	<b>Amount</b>
Lejas Corporation, St .Louis, MO	\$173,611.00
Crafton Contracting Company, O'Fallon, MO	\$377,975.00

Lejas Corporation (formerly Caymus Corporation) has over 13 years of construction management experience, successfully completing numerous commercial, municipal and federal building and general site improvement projects. The company was founded in Mesa Tempe, AZ and opened an office in St. Louis approximately 2 years ago. While continuing to perform various construction management services in Arizona and nationwide, the company has been actively pursuing St. Louis area projects. Lejas Corporation is fully licensed in the State of Missouri and is a MoDOT pre qualified contractor.

On June 8, 2016, City staff reviewed the bid proposal and project scope with Lejas Corporation. During this meeting, Lejas Corporation confirmed their understanding of the project requirements and challenges. Based on my review, Lejas Corporation has the project understanding, experience and resources to complete all the components of the Public Works Building Shed 1 and 2 Reconstruction project as specified.

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other (X)

**Request for Board Action  
By Staff**

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

**Brief Description:** An ordinance to authorize the City Administrator to negotiate and execute an engineering services agreement for the design of the Jungermann Road – Boone Hills Drive Intersection Improvement project.

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

**Summary/Explanation:**

Please refer to the attached recommendation memo dated June 16, 2016.

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

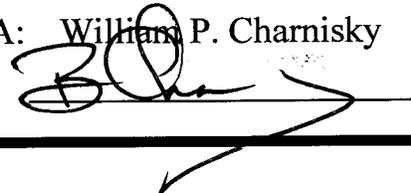
The overall \$1,141,300 Jungermann Road – Boone Hills Drive Improvement Project is eligible to receive 80% reimbursement funding from the St. Charles County Road Board for design, utility relocation, property acquisition and construction. Based on the current project cost estimate, the total cost to the City will be as follows:

County:	\$913,040	80%
City:	\$228,260	20%

RBA requested by: Russ Batzel



CA: William P. Charnisky





CITY OF ST. PETERS, MO

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**INTEROFFICE MEMORANDUM**

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**TO:** BILL CHARNISKY, CITY ADMINISTRATOR  
**FROM:** RUSS BATZEL, MANAGER/TDS *RB*  
**SUBJECT:** JUNGERMANN ROAD – BOONE HILLS DRIVE INTERSECTION ENGINEERING SERVICES AGREEMENT RECOMMENDATION (RFP 16-165).  
**DATE:** JUNE 16, 2016  
**CC:** WILLIAM B. BENESEK, DIRECTOR OF TRANSPORTATION

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**Recommendation:** After reviewing the proposals submitted for design services for the Jungermann Road – Boone Hills Drive Intersection Improvement Project, I recommend executing an engineering services agreement with HR Green in an amount not to exceed \$180,000. The design services are for the reconstruction of the Jungermann Road – Boone Hills Drive intersection, including traffic signal replacement, replacement of a deficient box culvert under Jungermann Road, and related storm water and ADA accessible improvements.

The overall project, valued at \$1,141,300, is eligible to receive 80% reimbursement funding from the St. Charles County Road Board for design, utility relocation, property acquisition and construction, up to \$913,000. Approval of this recommendation will authorize the negotiation and execution of an engineering services agreement with HR Green, which per the terms of the City's Road Board agreement will cost the City no more that \$36,000.

**Background:** On May 16, 2016, the City received and evaluated proposals from three (3) engineering consulting firms for the Jungermann Road – Boone Hills Drive Intersection Improvement Project (RFP 16-165). The requested engineering services are for the reconstruction of the Jungermann Road – Boone Hills Drive intersection, which will include larger intersection radii, traffic signal replacement, removal and replacement of a deficient box culvert under Jungermann Road, storm sewer improvements, and ADA accessible improvements.

Proposals were reviewed by staff and scored in the categories of Project Understanding, Project Approach and Scheduling, Experience Performing Similar Projects, Project Team Qualifications, Quality Control and Quality of Past Projects Completed for St. Peters. Based on the proposals reviewed, the design effort associated with this project as scoped will be between 700 and 800 hours. After scoring, the firms were ranked as follows:

1. HR Green
2. Bax Engineering
3. Lochmueller Group

HR Green's proposal scored the highest and provided the best combination of skilled staff, project approach and related project experience. HR Green demonstrated a unique understanding of the specific challenges related to the project in terms of incorporating needed storm water improvements, project phasing and utility coordination.

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance ( ) Other (X)

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**Request for Board Action  
By Staff**

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

**Brief Description:** An ordinance to authorize the City Administrator to execute a contract for the construction of the Spencer Creek Channel & St Peters Condo Basin Improvement Project P-12.

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

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**Summary/Explanation:**

Please refer to the attached recommendation memo for bid recommendation.

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

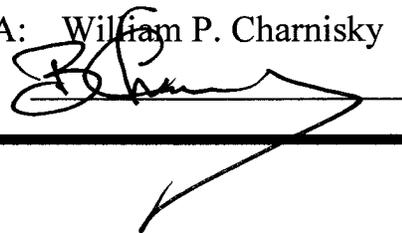
This project is budgeted and funded by the Local Parks and Storm Water Fund and includes the base bid for construction plus two years of additional vegetation maintenance .

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RBA requested by: Russ Batzel

  
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CA: William P. Charnisky

  
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**INTEROFFICE MEMORANDUM**

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**TO:** BILL CHARNISKY, CITY ADMINISTRATOR  
**FROM:** RUSS BATZEL, MANAGER/TDS  
**SUBJECT:** BID RECOMMENDATION – SPENCER CREEK CHANNEL AND ST PETERS CONDOS BASIN IMPROVEMENT PROJECT (P-12)  
**DATE:** JUNE 16, 2016  
**CC:**

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**Recommendation:** I recommend the Spencer Creek Channel and St Peters Condos Basin Improvement Project P-12 be awarded to Ideal Landscape Construction, Inc. who submitted the lowest responsive bid of **\$1,422,577.00**. This bid price includes the base bid and the vegetation maintenance cost for years 2 and 3 for the project. This bid was 22% below the second lowest bid received, and was 39% below the Engineer's Opinion of Probable Cost for the project.

**Background:** On June 16, 2016, three (3) bids were received and opened for the Spencer Creek Channel and St Peters Condos Basin Improvement Project P-12. The project consists of construction of bioengineered bank stabilization on a portion of Spencer Creek extending from just west of Jungermann Road to north and south of Willott Road (approximately 3,000 linear feet). The project also includes construction of water quality improvements to the St. Peters Condos detention basin.

Ideal Landscape Construction, Inc. has completed similar projects for the City of St. Peters, including P-3 McClay Valley basin improvements and P-7 Englewood Channel improvements. Ideal Landscape Construction, Inc. performed to the satisfaction of staff on these and several other recent projects.

Based on the submitted references and the recommendations from previous project references, Ideal Landscape Construction, Inc. is qualified for the Spencer Creek Channel P-12 and St Peters Condos Basin Improvement Project P-27. The bid summary follows on the next page.

**Bid Summary**  
**Spencer Creek Channel and St Peters Condos Basin Improvement**  
**Project P-12**

<b>Bidder</b>	<b>Total</b>	<b>Base Bid</b>	<b>Maintenance Years 2 &amp; 3</b>
<b>Ideal Landscape Construction</b>	<b>\$1,422,577.00</b>	<b>\$1,328,577.00</b>	<b>\$94,000.00</b>
JTL Landscaping LLC	\$1,806,729.27	\$1,784,988.01	\$21,741.26
Kolb Grading LLC	\$2,121,994.73	\$2,091,194.73	\$30,800.00

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance ( ) Other (X)

**Request for Board Action  
By Staff**

**Ward** 1 (X) 2 ( ) 3 ( ) 4 ( )

All Wards ( )

**Brief Description:** Proposed ordinance authorizing the City Administrator to enter in to a contract with Pipeworks Utilities LLC to construct the Country Hill Estates Stormwater Improvement Project Phase One (P-24).

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

**Summary/Explanation:** Please refer to the attached recommendation memo dated June 15, 2016.

**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)  
The recommended bidder, Pipeworks Utilities LLC bid \$153,190.85 for this project. The project is funded by the Local Parks and Storm Water Fund.

RBA requested by: Russ Batzel

*RuB*

CA:

*[Signature]*



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**INTEROFFICE MEMORANDUM**

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**TO:** BILL CHARNISKY, CITY ADMINSTRATOR  
**FROM:** RUSS BATZEL, MANAGER/TDS *RuB*  
**SUBJECT:** BID RECOMMENDATION – COUNTRY HILL ESTATES  
STORMWATER IMPROVEMENT PROJECT PHASE ONE (P-24)  
**DATE:** JUNE 15, 2016  
**CC:**

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**Recommendation:** I recommend the Country Hill Estates Stormwater Improvement Project Phase One (P-24) be awarded to Pipeworks Utilities LLC who submitted the lowest responsive bid of \$153,190.58. This bid was 22% below the second lowest bid received.

**Background:** On June 13, 2016, seven (7) bids were received and opened for the Country Hill Estates Stormwater Improvement Project Phase One (P-24). The project consists of creating a new detention basin and associated storm sewer piping on Fort Zumwalt's Lewis and Clark Elementary School property to help resolve downstream flooding issues that adjacent residents and commercial businesses have been experiencing for years.

Pipeworks Utilities LLC has completed similar projects throughout the St. Charles area including the storm sewer piping and detention basin within the latest St. Peter's subdivision, Barrington Square. Pipeworks Utilities LLC has a solid reputation based on past performances for the City and surrounding communities.

Based on the submitted references and the recommendations from previous project references, Pipeworks Utilities LLC is qualified for the Country Hill Estates Stormwater Improvement Project Phase One (P-24).

**Bid Summary**  
**Country Hill Estates Phase One**  
**Stormwater Improvement Project (P-24)**

<b>Bidder</b>	<b>Bid Amount</b>
<b>Pipeworks Utilities LLC</b>	<b>\$153,190.85</b>
<b>Southern Ditching &amp; Excavating</b>	<b>\$192,020.76</b>
<b>Ideal Landscape Construction, Inc.</b>	<b>\$202,222.00</b>
<b>Houska, Inc.</b>	<b>\$204,859.04</b>
<b>JTL Landscaping, LLC</b>	<b>\$238,842.00</b>
<b>Pavement Solutions, LLC</b>	<b>\$241,477.00</b>
<b>Mick Mehler and Sons, Inc.</b>	<b>\$273,768.50</b>

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

**Request for Board Action  
By Staff**

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

**Brief Description:** An ordinance to authorize the City Administrator to execute a redevelopment agreement with Mid Rivers Investment, LLC.

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

**Summary/Explanation:**

Mid Rivers Investment Partners, LLC has announced plans to acquire and develop approximately 28.0 acres of real property within the Old Town Redevelopment Area as a retail shopping center with various outlots and will incur significant costs associated with site work and public infrastructure, demolition of existing buildings and structures, and related design, engineering, architectural and legal costs to complete the project.

The developer has requested to be reimbursed for a portion of the costs of completing the site work and public improvements from existing and future TIF revenues and additional revenues from a proposed community improvement district on the property within the project site.

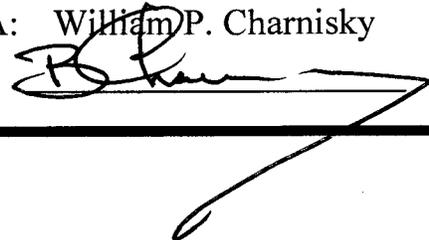
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

Approval of this agreement will authorize the expenditure of budgeted funds from the Old Town TIF Special Allocation Fund and future funds if available.

RBA requested by: Russ Batzel

  
\_\_\_\_\_

CA: William P. Charnisky

  
\_\_\_\_\_

BILL NO.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE FORM OF A REDEVELOPMENT AGREEMENT WITH MID RIVERS INVESTMENT PARTNERS, LLC AND AUTHORIZING AND DIRECTING THE EXECUTION THEREOF**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the TIF Act; and

**WHEREAS**, pursuant to Ordinance Nos. 2469 and 2470, adopted on May 23, 1996, the Board of Aldermen: (a) designated 725 acres of real property within the City, including the area located at the northeast corner of Interstate 70 and Mid-Rivers Mall Drive, as a “redevelopment area” (the “Redevelopment Area”) pursuant to the TIF Act; (b) approved the Redevelopment Plan, Old Town Levee Redevelopment Area dated March 12, 1996 (the “Redevelopment Plan”) and the redevelopment projects described therein; (c) created a special allocation fund and various accounts therein; and (d) adopted tax increment financing (“TIF”) within the Redevelopment Area; and

**WHEREAS**, Mid Rivers Investment Partners, LLC (the “Developer”) has announced plans to acquire and develop approximately 28.0 acres of real property within the Redevelopment Area (the “Project Site”) as a retail shopping center with various outlots and a parking lot (the “Developer Project”), and will incur significant costs associated with site work and public infrastructure, demolition of existing buildings and structures, and related design, engineering, architectural and legal costs to complete the Developer Project; and

**WHEREAS**, the Developer has requested to be reimbursed for a portion of the costs of completing the Developer Project and other site work and public improvements from existing and future TIF revenues and additional revenues from a proposed community improvement district on the property within the Project Site (the “District”); and

**WHEREAS**, the City is willing to enter into a redevelopment agreement with the Developer and the District to provide for reimbursement of certain costs, if the Developer performs certain obligations prescribed in the redevelopment agreement;

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

**SECTION 1.** The Redevelopment Agreement among the City, the Developer and the District (the “Redevelopment Agreement”), substantially in the form of **Exhibit A** attached hereto, is hereby approved, with such changes therein as shall be approved by the officers of the City executing such Redevelopment Agreement, such officers’ signatures thereon being conclusive evidence of their approval thereof.

**SECTION 2.** The City is hereby authorized to enter into and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Redevelopment Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION 3.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen has enacted the valid portions without the void ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**SECTION 4.** This Ordinance shall be in full force and effect from and after the date of its passage and approval; provided, if the Developer has not executed the Redevelopment Agreement within 30 days after passage of this Ordinance, all rights conferred by this Ordinance on the Developer shall terminate.

Read two times, passed, and approved this 23rd day of June, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

(SEAL)

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this \_\_\_\_ day of June, 2016.

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance ( ) Other (X)

---

**Request for Board Action  
By Staff**

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

Wards (X)

**Brief Description:** Proposed ordinance authorizing the City Administrator to amend the agreement with St. Charles County for the Gateway Greenlight program.

---

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

---

**Summary/Explanation:**

See attached "*First Amended Intergovernmental Agreement for the Management of the Gateway Green Light Program – St. Charles County*" and Supplement No. 1 to the agreement.

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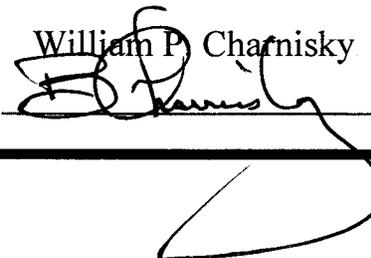
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)  
This amendment and Supplement No. 1 define GGL wide area network architecture and the portions of the City's fiber optic network that will be used by the County for the Gateway Greenlight program.

---

RBA requested by: Russ Batzel



CA: William P. Charnisky



**FIRST AMENDED INTERGOVERNMENTAL AGREEMENT  
FOR THE MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM—ST. CHARLES COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by St. Charles County, Missouri (“County”), the Missouri Highways and Transportation Commission (“Commission”), and each of the cities shown as signatories below (hereinafter “Cities” when referred to collectively) in order to provide for the coordinated management of the Gateway Green Light Program—St. Charles County.

WHEREAS, by Ordinance 12-042, the County approved a previous Intergovernmental Agreement for the Management of the Gateway Green Light Program—St. Charles County which was executed by some parties as early as April, 2012 and was fully executed as of January 9, 2015 (hereinafter “the Previous Agreement”); and

WHEREAS, as the project has further developed the parties to this Agreement have agreed to terminate the Previous Agreement and all other prior agreements with respect to the same subject matter, so that the provisions of this Agreement will govern the Program as it becomes fully operational and in the future; and

WHEREAS, the parties have proceeded with the development and deployment of an advanced traffic management system (hereinafter “ATMS”), including the communication network described further below, that will monitor traffic and coordinate the operation of traffic signals and other intelligent transportation system (hereinafter “ITS”) devices throughout St. Charles County within the jurisdictions of each of the parties in order to maximize the efficient flow of traffic; and

WHEREAS, the parties anticipate that County will provide the required software and hardware at the Missouri Department of Transportation Traffic Management Center in Chesterfield, Missouri (hereinafter “Chesterfield TMC”) and that the Commission will host it at that site; and

WHEREAS, the County has installed new fiber optic cable and upgraded and expanded fiber networks owned and operated by the parties to this Agreement to provide a communication network (hereinafter “Gateway Green Light Wide Area Network” or “GGL WAN”); and

WHEREAS, the GGL WAN includes communication equipment, such as switches and other infrastructure including conduits and fiber optic cables, needed to transmit data from

traffic signals and other ITS devices in St. Charles County to the Chesterfield TMC; and

WHEREAS, the GGL WAN provides a shared communication network and its operations and maintenance, or lack thereof, will impact multiple jurisdictions with St. Charles County; and

WHEREAS, the parties to this Agreement also seek to provide herein for the County to own and maintain the software and hardware the County installed at the Chesterfield TMC; and

WHEREAS, this Agreement to cooperate for the operation of a common service is authorized by Sections 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, and by the St. Charles County Charter Article II, Section 2.528 (1992); and

WHEREAS, the undersigned representative of each party to this Agreement has been authorized through order or ordinance of the respective governing body to enter into this Agreement.

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

1. **Applicability.** This Agreement applies to:
  - a. The ownership, operations, and maintenance by each party to this Agreement of the infrastructure needed to monitor traffic and coordinate the operation of traffic signals subject to each party's jurisdiction;
  - b. The ownership, operations, and maintenance by the County of the GGL WAN and the software and hardware the County installed at the Chesterfield TMC; and
  - c. The administration of the common service of managing traffic in St. Charles County.
2. **Ownership, Operations and Maintenance.**
  - a. This Agreement will not affect any party's rights and duties to own, operate and maintain existing infrastructure needed to monitor traffic and coordinate the operation of traffic signals now vested in that party except as provided in Sections 2.f and 2.g below.
  - b. The parties acknowledge that development of the ATMS includes firmware upgrades, replacement of signal controllers, installation of communication equipment and other infrastructure by the County. The parties further acknowledge that the County and/or its contractor shall obtain permits and approvals for all work in right-of-way under

another party's control if and as required by that party's ordinances or regulations.

- c. Following final inspection and acceptance of the ATMS, including the GGL WAN, by the County, ownership, operations, and maintenance of any infrastructure installed as part of the development of the ATMS shall, except as provided in Sections 2.f and 2.g below, automatically transfer to the party having control over the right-of-way or other real property on which such infrastructure has been installed.
- d. For the purpose of documenting this transfer, the County shall send to each party to this Agreement a letter that:
  - i. Provides the date of acceptance, and
  - ii. Identifies the infrastructure installed as part of the ATMS that is under that party's jurisdiction (as provided in paragraphs subsections b and c, above), and
  - iii. Is accompanied by such other information relating to the infrastructure covered by the letter, such as manufacturers' warranties, manuals, etc., as may be required in the circumstances.
- e. Nothing in this Agreement shall affect the ownership, operations, or maintenance of County's wireless backbone (P-25-800 MHZ Digital Trunked Radio/Microwave System) or County's possible future deployment of a 4G LTE or other type of wireless high speed data network.
- f. The County shall retain ownership of any software and hardware the County installed at the Chesterfield TMC as well as any GGL WAN conduits and fiber optic cables the County installed or may install in another party's right-of-way except as otherwise stated in this Agreement. The Cities further agree that any GGL WAN fiber optic cables and conduits that a city may install pursuant to any future intergovernmental agreement with the County for a local road project with funds from the county's ½ Cent Transportation Sales Tax shall be owned as stated within such intergovernmental agreement.
- g. Specific provisions governing the ownership, operation and maintenance of network infrastructure are as follows.
  - i. **Definitions.** The following definitions shall apply to terms used in this Agreement:
    - (1) "Strand" shall mean a single-mode fiber optic strand located within a fiber optic cable.

- (2) "Field Device" shall mean any device or traffic signal connected to the GGL WAN, including without limitation cameras, sensors, and message signs, together with any network switch connected to such device.
- ii. **Allowable Uses.** The parties agree that the GGL WAN can be used by the parties for transportation purposes and information technology usages except for Commission-owned fiber optic cables within the I-70, I-64 and Route 370 right-of-way corridors, which are restricted to state transportation purposes only. The parties agree the transmission of ATMS data serves a state transportation purpose by providing benefits such as improving traffic monitoring and control in and near state transportation corridors.
- iii. **Placement, Ownership and Maintenance of Fiber and Conduit.**
- (1) The parties acknowledge that in order to ensure reliable operation of the GGL WAN, ownership of certain network infrastructure must be held by the County as the manager of the network.
- (2) A map identifying fiber optic cables and conduits that have been or will be installed during the development of and/or utilized by the GGL WAN is depicted on Exhibit A.
- (3) In consideration of work performed by the County to upgrade firmware, replace signal controllers, install field devices, purchase ATMS hardware and software, install communication equipment, and the County's other undertakings in this Agreement, each city listed in Exhibit B and the Commission each hereby transfer ownership of the cables and/or Strands owned by it that are identified in the table attached as Exhibit B to the County for the GGL WAN, and County hereby accepts ownership of such cables and Strands. In consideration of contribution of assets and other commitments made by Cities in the development of the ATMS, the County hereby transfers ownership of the Strands owned by it that are identified in Exhibit B to the city designated therein, and such city hereby accepts ownership of such Strands.
- (4) The Cities and the Commission each hereby grant permission to the County to install, operate, maintain, repair and replace fiber optic cables in the conduits controlled by it that are identified in Exhibit B, subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.
- (5) Each city listed in Exhibit B, the Commission and the County further agree to share the costs to maintain, repair, relocate and replace as needed the

infrastructure described in Exhibit B on the terms set forth therein. In the event of a cut or severance of a cable in which more than one party owns Strands, the party having control over the right-of-way or other real property where the damage occurred shall be responsible for making any necessary repair or replacement and providing an invoice for the resulting cost share amount pursuant to Exhibit B to the other party (or parties) owning Strands in such cable. Any obligations arising from the Missouri Underground Facility Safety and Damage Prevention Act, Sections 319.010 RSMo. *et seq.*, for cables in which more than one party owns Strands shall be fulfilled by the party having control over the right-of-way or other real property at the applicable location.

- (6) The fiber optic cables and conduits depicted on Exhibit A that are not accounted for in Exhibit B have been or are to be installed by the County as part of the development of the GGL WAN and shall remain owned by the County even if portions thereof are located in right-of-way of other parties. The Cities and the Commission each further grant permission to the County to install, operate, maintain, repair and replace such fiber optic cables and conduits in rights-of-way controlled by it, subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.
  - (7) Ownership or network allocation of Strands may be changed from what is reflected in Exhibit B in the future through a written agreement executed only by the parties having ownership interests therein provided that use of the GGL WAN by any other party hereto is not impaired by such change.
  - (8) The parties to this Agreement agree that any future annexation of territory shall not affect the ownership and/or control of GGL WAN fiber optic cables, Strands, or conduits.
- iv. **Radio Networking Communications.** If any radio equipment is used as part of the GGL WAN to transmit data, the ownership of the radio equipment shall be determined as follows, since radios operate as inter-dependent pairs. The owner of the sourcing radio, as determined by that radio's installation location in accordance with the terms of this Agreement, shall also be the owner of the receiver radio regardless of the party that controls the location of the receiver radio.
  - v. **Grants of Rights of Use.** Each party identified above as transferring ownership of Strands to the County further grants to the County a nonexclusive indefeasible right of use of all networking infrastructure owned and/or controlled by each party which the County's use of the transferred Strands is dependent upon, and all easements in which such Strands are located. Such rights of use are limited to the purposes of

operating and maintaining the GGL WAN. The County shall also have the right to access such infrastructure for the same limited purposes. All rights granted in this paragraph are subject to County's obligations to obtain appropriate permits as set forth in Section 2.b and are further subject to the restrictions set forth in Section 2.g.vii below.

vi. **Ownership, Operation and Maintenance of Field Devices and Network Switches.**

- (1) All Field Devices shall be owned by the party having jurisdiction over the regulation of traffic at the location of its installation.
- (2) All network switches installed or utilized in the GGL WAN shall be owned by the party having jurisdiction over the regulation of traffic at the location of the associated Field Device, or if the switch is not associated with a Field Device, then by the party having control over the real property at the installation location of the switch; except that any GGL WAN switches at the Chesterfield TMC shall be owned by the County.
- (3) Transfer of ownership of any Field Devices or network switches installed onto the GGL WAN after the date of acceptance of the ATMS referenced in Section 2.c shall be effective at the time such device is connected to said network.
- (4) The party owning each GGL WAN switch shall be responsible for the cost of replacement of such switch as needed due to device failure or reaching the end of its serviceable life as determined by the County, with such replacement being coordinated with the County.
- (5) The County shall have the right to program and monitor all switches connected to the GGL WAN.
- (6) Any modem installed by the County as part of the ATMS shall be owned by the County, including those installed in another party's right-of-way.

vii. **Access to Locations Housing Network Infrastructure.** The County shall have a continuing right of access to all locations housing GGL WAN infrastructure for the purposes of operations and maintenance of the GGL WAN; provided that for locations in buildings, locked equipment cabinets, or other secured facilities, such access must in each instance be coordinated with an appropriate representative of the party controlling such location. Such right of access is furthermore subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.

viii. **IP Addresses.**

- (1) The Internet Protocol (“IP”) addressing scheme developed for and/or utilized by the GGL WAN shall be and remain intellectual property owned by the County. Any equipment removed from the GGL WAN must have its IP address removed or modified to avoid any conflict with the GGL WAN.
  - (2) Exhibit C provides the IP addressing scheme developed for and/or utilized by the GGL WAN.
  - (3) The County may change the IP addressing scheme reflected in Exhibit C as needed in the future with the approval of the Gateway Green Light Technical Advisory Board (defined in Section 3 below).
- ix. **Timing Changes and Traffic Messages.** The parties hereby provide the County or its designee the authority to enact pre-determined timing plans or other timing changes and post traffic advisory information on dynamic message signs on roadways within the parties’ control or jurisdiction in response to an incident, special event, construction or unexpected delay in roadway travel, provided that the County concurrently provides notification to each affected party. The County or its designee will return any timing changes back to normal plans when the incident or event is over. All parties shall provide specific contact information to the County’s Transportation Director or designee for the purpose of receiving all notifications contemplated in this subsection.
- x. **Future Changes to Components.** The parties hereby agree that a party having jurisdiction over the regulation of traffic or having control over the real property at an installation location may add, modify or replace Field Devices at such location upon notification to the County. The Field Device shall be addressed in accordance with the IP addressing scheme provided in Exhibit C. The party initiating such work shall immediately remove the Field Device should it cause a conflict or interfere with communications to other Field Devices connected to the GGL WAN. Any such components added shall be immediately subject to all applicable terms of this Agreement.

3. **Gateway Green Light Advisory Board.**

- a. There is hereby created a Gateway Green Light Technical Advisory Board (“Board”) having the following members and functions.
  - i. Membership:

- (1) County's Director of Transportation or designee.
  - (2) County Engineer or designee.
  - (3) City Engineer of each city that is a party to this Agreement or designee.
  - (4) Missouri Department of Transportation's District Engineer for the St. Louis District or designee.
- ii. Functions. The Board may make recommendations on monitoring, operations, maintenance and expansion of the ATMS as follows.
- (1) Communication Network.
    - (a) The Board may recommend performance measures to monitor the reliability and security of the communication network.
    - (b) The Board may recommend a protocol of best practices for the operations and maintenance of the communication network.
    - (c) The Board may recommend protocols for emergency repairs to the communication network.
    - (d) The Board may review and recommend action on proposals to improve or expand the communication network.
    - (e) The Board shall review and approve changes to the GGL WAN IP addressing scheme that are proposed by the County, such approval not to be withheld unreasonably.
  - (2) Signal operation.
    - (a) The Board may review and recommend traffic regulations and signal operations that result in efficient traffic circulation.
    - (b) The Board may recommend performance measures to monitor signal operations.
    - (c) The Board may recommend intergovernmental agreements and/or memorandums of understanding that define the operation and maintenance

protocols on multi-jurisdictional corridors, including agreed to timing plans.

- (d) The Board may recommend protocols of best practices for the operations and maintenance of traffic signals and other Field Devices.
- (e) The Board may recommend and update protocols for emergency repairs to traffic signals and other Field Devices.
- (f) The Board may review and recommend action on proposals to add signals or Field Devices.

iii. Meetings and Rules.

- (1) The Board will schedule regular meetings as needed.
  - (2) The Board may adopt rules of procedure consistent with the provisions of Federal and State law and the St. Charles County Charter and ordinances and the ordinances and regulations of each party to this Agreement.
- b. The Board's recommendations will be conveyed to the parties to this Agreement as guidelines for their own monitoring, operating and maintaining their components of the ATMS built pursuant to this Agreement, in adopting traffic regulations, and in forming subsequent intergovernmental agreements to update or expand the ATMS.
  - c. The Board may terminate a party's membership in the Board if that party's failure to act upon the Board's recommendations impairs the flow of traffic as determined by the Board.
4. **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 representative of the parties to this Agreement.
5. **Audit of Records.** The parties to this Agreement must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times for three (3) years from the date of termination of this Agreement.
6. **Authority to Execute.** The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

**7. Termination.**

- a. This agreement may be terminated by mutual written agreement of all of the parties to this Agreement.
- b. Any party may unilaterally terminate its participation in this Agreement by providing notice at least ninety (90) days in advance of the effective date of termination, subject to the following requirements:
  - i. The terminating party shall not take any action that will result in the impairment of GGL WAN operations whether within or outside of that party's jurisdiction.
  - ii. The terminating party shall continue to provide data feeds from Field Devices to the ATMS for as long as such devices are utilized by the terminating party.
  - iii. In the event of termination by one of the Cities, the County shall have the option to require the installation of a new network switch and/or associated network connections to be owned, operated and maintained by the County if needed to maintain ATMS connectivity with ITS devices (but not to include traffic signals) at locations controlled by the terminating party. If such option is exercised, then the new switch and all ITS devices remaining connected to the ATMS through the new switch shall maintain GGL WAN IP addresses. The cost for such new switch and/or associated network connections shall be borne by the County.
  - iv. In the event of termination by either the Commission or the County, the County shall remove from the Chesterfield TMC any servers, network devices and/or associated network connections owned, operated and maintained by the County within thirty (30) days from the date of termination.
  - v. Any reconfiguration of network infrastructure to provide for continued communications and signal operations solely for the terminating party shall be the sole responsibility of the terminating party to design and implement.

**8. Entire Agreement, Previous Agreement Superseded.** This Agreement constitutes the entire understanding between the parties regarding the ATMS and supersedes all prior written or oral agreements, arrangements, representations and/or communications between the parties regarding this subject including without limitation the Previous Agreement.

**9. Law of Missouri to Govern.** This Agreement shall be construed according to the laws of the State of Missouri.

10. **No Adverse Interference.** This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.
11. **Not a Joint Venture.** The Board created pursuant to this Agreement is meant to be an informal committee to make recommendations regarding coordination of traffic flow in St. Charles County. Nothing contained in this Agreement shall be deemed to constitute the parties to this Agreement as partners in a partnership or joint venture for any purpose whatsoever.
12. **Not Assignable.** This Agreement is not assignable by any party hereto without the written consent of all other parties.
13. **Section Headings.** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
14. **Appropriation.** Any party to this Agreement's obligations under this Agreement shall cease immediately, without penalty of further payment being required, in any year for which funding for the subject of this Agreement is required from a party yet fails to be appropriated by that party, subject to the following provisions. In such event, that party's monetary obligations under this Agreement shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to meet such obligations. Any such party shall give notice of such termination of funding as soon as practicable after it becomes aware of the failure of funding. Any such party shall furthermore use all reasonable efforts to comply with the obligations set forth in Subsections 7.b.i and ii and, and grants to the County the right to exercise the option set forth in Subsection 7.b.iii.
15. **Sovereign Immunity and No Third Party Beneficiaries.** Nothing herein shall be construed as consent by any party to this Agreement as a waiver of its sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States. Nothing in this Agreement shall be deemed to create or give rise to any right of action in, or any liability to, any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by any of the parties hereto to comply with the terms of this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the County, the Cities and the Commission.

16. **Severability.** If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement shall not be affected and shall continue in full force and effect.
17. **Term of Agreement.** The term of this Agreement shall commence upon the effective date as set forth below, and shall end on December 31, 2020. This Agreement shall thereafter automatically renew and continue in effect from year to year unless terminated in the manner provided for in Section 7, Termination.
18. **Effective Date, Execution and Counterparts.** This Agreement shall become effective upon execution by the County, the Commission, and at least one of the Cities. The cities of Cottleville, Dardenne Prairie, Lake Saint Louis, O'Fallon, Saint Charles, Saint Peters, Weldon Spring, and Wentzville, Missouri shall each become a party to this Agreement immediately upon execution and delivery to the County at any time on or after the date the Agreement becomes effective. Additional municipalities may join as parties to this Agreement in the future by (1) receiving written approval of the Board, and (2) delivering an executed copy of this Agreement to the County. The parties may execute the Agreement in one or more counterparts, the combination of which shall be considered one original document.
19. **Notices.** Except for the notifications described in Section 2.g.ix above, all notices and other communications hereunder shall be in writing and shall be deemed to be duly given if (a) delivered in person or by commercial delivery service, or (b) if mailed by certified mail, with postage prepaid and return receipt requested, to the County Executive or Transportation Director for the County, to the City Engineer, Director of Public Works or Mayor for each of the Cities, and to the St. Charles Area Engineer or the St. Louis District Engineer for the Commission, at the address of their public offices. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the parties.

*[Remainder of page left blank intentionally. Signature pages follow.]*

IN WITNESS WHEREOF, the following parties have entered into this Agreement.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: Secretary to the Commission

Approved as to Form:

By: \_\_\_\_\_  
Title: Commission Counsel

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

**ST. CHARLES COUNTY, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF ST. PETERS, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

**CITY OF COTTLEVILLE, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

**CITY OF DARDENNE PRAIRIE, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

**CITY OF O'FALLON, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

**CITY OF LAKE ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

**CITY OF WENTZVILLE, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

**CITY OF WELDON SPRING, MISSOURI**

By: \_\_\_\_\_  
Title \_\_\_\_\_

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

ATTEST: (SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

Draft

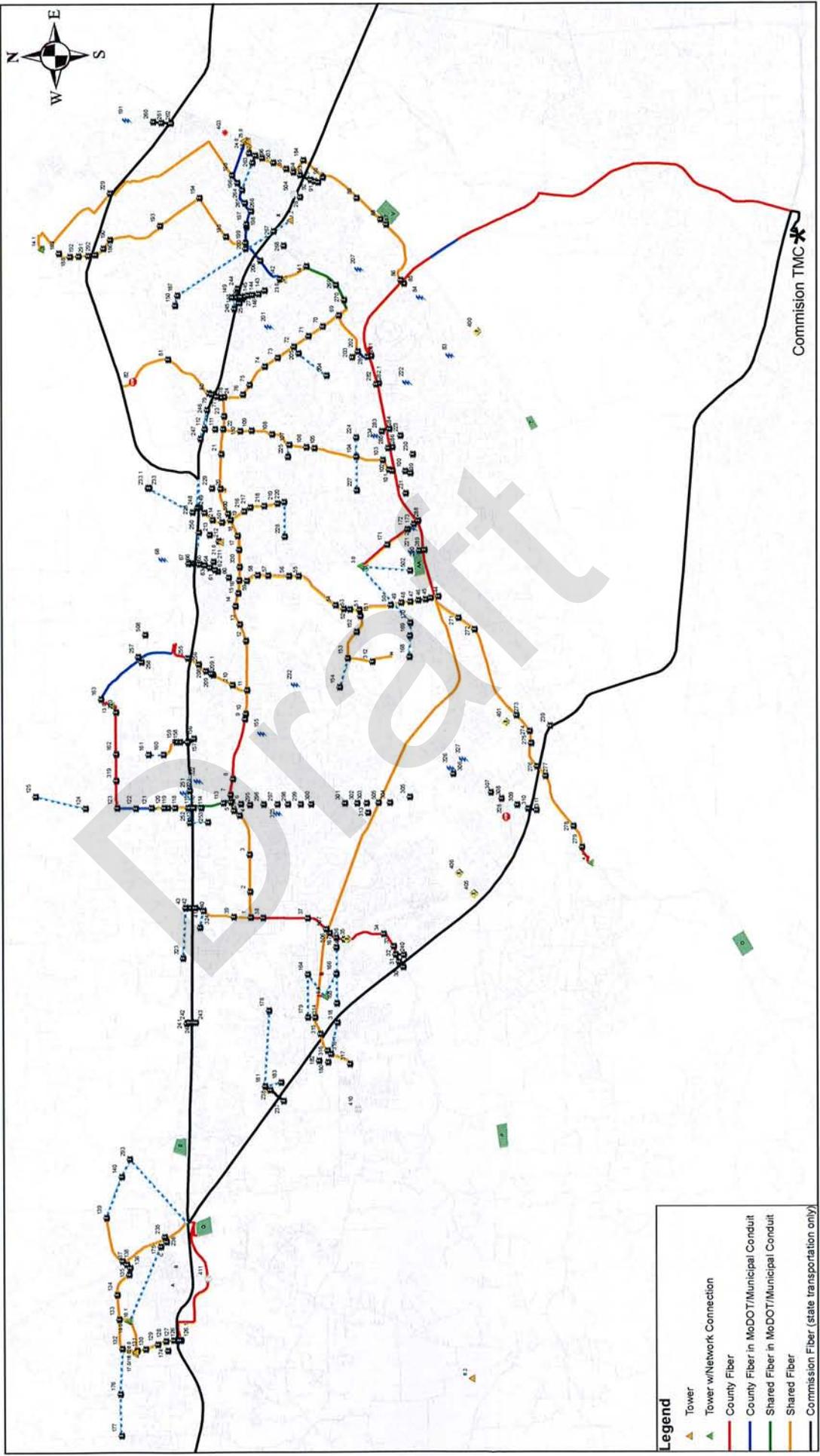
Exhibit A

GGL WAN Map

Draft

# Exhibit A: St Charles County - GGL Wide Area Network

September 29, 2015



**Legend**

- ▲ Tower
- Tower w/Network Connection
- County Fiber
- Shared Fiber in MoDOT/Municipal Conduit
- Shared Fiber
- Commission Fiber (state transportation only)

Exhibit B

Table of Fiber Optic Infrastructure

Draft

EXHIBIT B: GATEWAY GREEN LIGHT WIDE AREA NETWORK

Table of Fiber Optic Infrastructure

As of September 29, 2015

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (48 Strands)	5th & Jefferson (Signal 98) to St Charles County Admin	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Cable (72 Strands) (Future)	5th Street Ameristar Blvd (Signal 94) to Jefferson St (Signal 98)	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (48 Strands)	Arena Pkwy Rte 364 (Signal 86) to S River Rd/S Main St (Signal 90)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Cable (24 Strands)	Bryan Rd Fiese Rd (Signal 37) to Hwy NWinghaven Blvd (Signal 36)	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	Bryan Rd Mexico Road (Signal 1) to Feise Rd (Signal 37)	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	Bryan Rd Veterens Memorial Pkwy (Signal 40) to Mexico Road (Signal 1)	SCC transfers 12 strands to City of O'Fallon	City of O'Fallon (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	O'Fallon SCC	50% 50%
Cable (6 Strands)	Cave Springs Rd Veterens Memorial Pkwy (Signal 77) to West Clay (Signal 80)	City of St Peters to transfer 2 strands to SCC	City of St Peters (4 Strands) Tube 1, Strands 1-4 County (2 Strands) Tube 1, Strands 5-6	St Peters SCC	67% 33%
Cable (24 Strands)	Cave Springs Rd Mexico Rd (Signal 24) to Veterens Memorial Pkwy (Signal 77)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (48 Strands)	Civic Center Drive Lake St Louis Blvd/I-64 (Signal 238) to Lake St Louis Civic Center	SCC transfers 12 strands to City of Lake St Louis	City of Lake St Louis (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown) SCC 100%	Lake St Louis SCC	25% 75%
Cable (48 Strands)	Cottleville Pkwy Mid Rivers Mall Dr (Signal 51) to St Charles County Animal Control	SCC 100%		SCC	100%
Cable (24 Strands)	Cottleville Pkwy Weiss Rd (Signal 153) to Mid Rivers Mall Drive (Signal 51)	City of Cottleville transfers 12 Strands to SCC	City of Cottleville (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	Cottleville SCC	50% 50%
Cable (72 Strands) (Future)	Duchesne Dr W Clay St (Signal 199) to Droste Dr (Signal 185)	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	Duchesne Dr & Elm Street Droste Rd (Signal 185) to Elm Point Industrial Dr (Signal 190)	SCC transfers 48 strands to City of St Charles	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands) Tube 2-3 (Typically Orange, Green) SCC 100%	St Charles SCC	50% 50%
Cable (48 Strands)	Hanley Road Rte 364/Page Ave to Dardenne Prairie City Office	SCC 100%		SCC	100%
Cable (48 Strands)	Hawks Nest Dr I-70 Cross Connect to W. Clay St (Signal 199)	SCC 100%	SCC 100%	SCC	100%
Conduit	Hawks Nest Dr I-70 Cross Connect to W. Clay St (Signal 199)	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (48 Strands)	Hawks Nest/ Greystone Dr Justice Center to I-70 Cross Connect	SCC 100%	SCC 100%	SCC	100%
Conduit	Hawks Nest/ Greystone Dr Justice Center to I-70 Cross Connect	City of St Charles allowing use of city conduit	N/A	St Charles	100%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (24 Strands)	Hwy 79 St Charles County Police Dept/Tower 13.0 to St Charles County Election Authority	SCC owns cables and conduits except for conduit on Hwy 79 from TR Hughes Blvd & Turner Blvd	SCC 100%	SCC	100%
Conduit	Hwy 79 TR Hughes Blvd to Turner Blvd	Commission allowing use of conduit	N/A	Commission	100%
Cable (48 Strands)	Hwy 79 Cross Connect near I-70 W Ramp (Signal 255) to St Charles County Election Authority (Turner Blvd)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Hwy 94 Cross Connect near Francis Howell High (Signal 279) to Tower 4.1	SCC 100%	SCC 100%	SCC	100%
Cable	Hwy 94 Francis Howell High (Signal 279) to Route 364/Mid Rivers Mall Drive (Signal 45)	Commission transfers 4 strands to SCC	County Signal 279 to XC #8 (I-64/Rte 94) Orange Tube - Bl, Or, Gr, Br (13-16) XC #8 to Mid Rivers Mall Dr. (Signal 45) (as assigned by MoDOT)	Commission SCC	83% 17%
Cable (48 Strands)	Hwy 94 Hemsath to Zumbel/Friedens Rd (Signal 141)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Conduit	Hwy 94 Hemsath to Zumbel/Friedens Rd (Signal 141)	Commission allowing use of conduit	N/A	Commission	100%
Cable	Hwy A Old Highway 61 (Signal 136) to US-61 N Ramp (Signal 138)	Commission transfers 4 strands to SCC	(as assigned by MoDOT)	Commission SCC	83% 17%
Cable (48 Strands) (Future)	Hwy A US-61 (Signal 138) to Mexico Road (Signal 139)	SCC transfers 12 strands to Commission	Commission (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown)	Commission SCC	25% 75%
Cable (48 Strands) (Future)	Hwy K/Main St Mexico Rd (Signal 6) to 3rd St (Signal 121)	SCC to transfer 24 strands to City of O'Fallon	City of O'Fallon (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	O'Fallon SCC	50% 50%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Conduit	Hwy K/Main St Mexico Rd (Signal 6) to W Terra Ln (Signal 117)	Commission to allow use of conduit	N/A	Commission	100%
Cable	Hwy N I-64 W Ramp (signal 315) to Ronald Reagan Dr (Signal 317)	Commission transfers 6 strands to SCC	County (6 strands) - Orange Tube	Commission SCC	67% 33%
Cable	I-64	Commission allowing use of up to 4 strands (state transportation purpose only)	MoDOT Node 19 (I-70 & I-64) to XC #6 (I-64 NOR & Lake Saint Louis Blvd) Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) XC #6 to I-64 / Rte 364 Orange Tube - YL, VI, RS, AQ (21-24) I-64 / Rte 364 to I-64 / Rte 94 Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) I-64 / Rte 94 to Commission TMC Slate Tube - GR, BR (51-52) Other Pair (as assigned by MoDOT)		
Cable	I-70	Commission allowing use of up to 4 strands (state transportation purpose only)	XC #4 (I-70 & Wentzville Pkwy to MoDOT Node 19 (I-70 & I-64) Orange Tube - Rd, Bk, YL, VI (19-22) MoDOT Node 19 to XC #3 (I-70 WB & TR Hughes) Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) XC #3 to XC #2 (I-70 & Cave Springs) (as assigned by MoDOT) XC #2 to XC #7 (I-70 & Hawks Nest) Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT)	Commission	100%
Cable (48 Strands) (Future)	Interstate Dr/Quail Ridge Pkwy Rte Z (Future Signal 411) to Wentzville Pkwy/I-70 S Service Rd (Signal 126.1)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Interstate Dr/Quail Ridge Pkwy Rte Z (Future Signal 411) to Quail Ridge Park	SCC 100%	SCC 100%	SCC	100%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (48 Strands) (Future)	Interstate Dr/Quail Ridge Pkwy I-70 & US-40/61 Cross Connect to Quail Ridge Park	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	Jungermann Rd Cross Connect cabinet near Hwy 364 (Signal 101) to Mexico Rd (Signal 22)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange) SCC 100%	St Peters SCC	50% 50%
Cable (48 Strands) (Future)	Main St 3rd St (Signal 121) to Tom Ginneavar Ave (Signal 123)	SCC 100%	SCC 100%	SCC	100%
Conduit	Main St Civic Park Dr (South of Signal 121) to Tom Ginneavar Ave (Signal 123)	O'Fallon to allow use of conduit	N/A	O'Fallon	100%
Cable (72 Strands)	Mexico Rd St Peters City Hall to Muegge Rd/Cave Springs Rd (Signal 24)	City of St Peters to transfer 24 strands to SCC	City of St Peters (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands) Tube 2-3 (Typically Orange, Green) SCC 100%	St Peters SCC	67% 33%
Cable (48 Strands)	Mexico Rd Rte K (Signal 6) to Belleau Creek (Signal 9)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Mexico Rd Bryan Rd (Signal 1) to Rte K (Signal 6)	SCC to transfer 24 strands to City of O'Fallon	City of O'Fallon (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	O'Fallon SCC	50% 50%
Cable (24 Strands)	Mexico Rd Belleau Creek Rd (Signal 9) to Grand Teton Dr (Signal 17)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%
Cable (48 Strands)	Mexico Rd Grand Teton Dr (Signal 17) to Spencer Rd (Signal 19)	SCC transfers 24 strands to City of St Peters	City of St Peters (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2 (Typically Orange, Green)	St Peters SCC	50% 50%
Cable (24 Strands)	Mexico Rd Spencer Rd (Signal 19) to St Peters Centre Blvd (Signal 20)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (24 Strands)	Mid Rivers Mall Dr Home Depot (Signal 47) to Rte N (Signal 48), Town Center South (Signal 49) to Mexico Rd (Signal 16), and Cross Connect near Rte 364 (Signal 45) to Dierberg Plaza 94 (Signal 46)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%
Cable (48 Strands)	Mid Rivers Mall Dr Dierberg Plaza 94 (Signal 46) to Home Depot (Signal 47) and Rte N (Signal 48) to Town Center South (Signal 49)	SCC transfers 24 strands to City of St Peters	City of St Peters (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Peters SCC	50% 50%
Cable (24 Strands)	Muegge Rd Old Hwy 94 (Signal 69) to Mexico Rd (Signal 24)	SCC transfers 12 strands to City of St Charles	City of St Charles (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Charles SCC	50% 50%
Cable (48 Strands)	Muegge Rd Old Hwy 94 (Signal 69) to Hwy 94	SCC transfers 24 strands to City of St Charles	Tube 2 (Typically Orange) City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Cable (72 Strands) (Future)	Mueller Rd, Elm Point Industrial Dr, New Town Blvd, Seeburger Rd & Bethman Rd Boschertown Rd/ Little Hills Expressway (Signal 329) to Future St, Charles Public Works	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	Mueller Rd, Elm Point Industrial Dr, New Town Blvd, Seeburger Rd & Bethman Rd Future St, Charles Public Works to Bethman Tower 14.1	SCC to transfer 48 strands to City of St Charles	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	N Kings Highway & W Randolph St Monroe St (Signal 195) to Boschertown Rd/ Little Hills Expressway (Signal 329)	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	New Town Blvd New Town Rd/Mueller (Signal 189) to Bethman Tower 14.1	SCC transfers 48 strands to City of St Charles	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (24 Strands)	New Town Blvd (Elm) Mueller Rd (Signal 189) to Elm Point Industrial Rd (Signal 190)	St Charles City transfers 12 strands to SCC	City of St Charles (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange) SCC 100%	St Charles SCC	50% 50%
Cable (48 Strands)	Old Hwy 94 Hackman Rd (Signal 202) to Hwy 94 (Signal 280)	SCC 100%		SCC	100%
Conduit	Old Hwy 94 Hackman Rd (Signal 202) to Hwy 94 (Signal 280)	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (48 Strands)	Old Hwy 94 Hackman Rd (Signal 202) to Muegge Rd (Signal 69)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Conduit	Old Hwy 94 & Hwy 94 (Signal 280) to Heritage Crossing & St Peters Pkwy (Signal 281)	Commission allowing use of conduit	N/A	Commission	100%
Cable (48 Strands)	Old Hwy 94 & Hwy 94 (Signal 280) to Heritage Museum	SCC owns cable and conduit except for signal 280 to Heritage Crossing & St Peters Pkwy (Signal 281)	SCC 100%	SCC	100%
Cable (24 Strands)	Route 364 State Hwy 94 & Mid Rivers Mall Dr (Signal 45) to I-64 W Ramp (Signal 315)	Commission to transfer 12 strands to SCC	Commission (12 Strands) Tube 1 (Blue) County (12 Strands) Tube 2 (Orange)	Commission SCC	50% 50%
Cable (72 Strands)	Route 364 State Hwy 94 & Mid Rivers Mall Dr (Signal 45) to I-64 W Ramp (Signal 315)	Commission to transfer 12 strands to SCC	Commission (60 Strands) Tube 1-5 (BL, OR, GR, BR, SL) County (12 Strands) Tube 6 (White) N/A	Commission SCC	83% 17%
Conduit	Route 364 Missouri River Bridge	Commission permits placement of SCC cable within Commission's existing conduit on bridge structure	N/A	Commission	100%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable(24 strands)	Route 364/Route 141 Mid Rivers Mall Dr (Signal 45) to Commission TMC in Chesterfield	SCC owns cables and conduits except for conduit on the Route 364 Missouri River Bridge, Commission permits placemtn in ROW	SCC 100%	SCC	100%
Cable	Route 370	Commission allowing use of up to 4 strands (state transportation purpose only)	(as assigned by MoDOT)		
Cable (48 Strands)	Rte 364 to Youth Activity Park (YAP/Tower 9.9)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands) (Future)	Rte 364/Central School NOR (Signal 287) to St Charles County Highway Building)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	S Main St (Signal 90) to 5th St/ Ameristar Blvd (Signal 94)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands)	St Charles SCC	50% 50%
Cable (24 Strands)	Salt Lick Rd Cross Connect Cabinet at Hwy 79/I-70 W Ramp (Signal 255) to Mexico Rd (Signal 11)	City of St Peters to transfer 12 strands to SCC	Tube 2-3 (Typically Orange, Green) City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands)	St Peters SCC	50% 50%
Cable (48 Strands)	Schroeder Creek Blvd Tower Site 10.1 to Wentzville Pkwy (Signal 133)	SCC transfers 12 strands to City of Wentzville	Tube 2 (Typically Orange) City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands)	Wentzville SCC	25% 75%
Cable (24 Strands)	Spencer Rd Willott Rd (Signal 220) to Mexico Rd (Signal 19)	City of St Peters to transfer 12 strands to SCC	Tube 2-4 (Typically Orange, Green, Brown) City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands)	St Peters SCC	50% 50%
Cable (48 Strands) (Future)	Tom Ginnevar Ave Main St (Signal 123) to St Charles County Police Dept.	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	TR Hughes Blvd E Terra Ln (Signal 158) to O'Fallon Public Works	SCC 100%	SCC 100%	SCC	100%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (72 Strands)	TR Hughes Blvd O'Fallon Public Works to E Wabash (Signal 160)	City of O'Fallon transfers 24 strands to SCC	City of O'Fallon (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands)	O'Fallon	67%
				SCC	33%
Cable (72 Strands) (Future)	Truman Blvd Ehmann Rd (Signal 81) to Hwy 370 (Intersection 82)	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands)	St Charles	67%
				SCC	33%
Cable (72 Strands) (Future)	Truman Blvd Ehmann Rd (Signal 81) to W. Clay St (Signal 80)	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands)	St Charles	67%
				SCC	33%
Cable	US-61 Hwy A/US-61 (Signal 137/138) to I-70/US-40/61 Cross Connect	Commission transfers 4 strands to SCC	(as assigned by MoDOT)	Commission	83%
Cable (48 Strands)	W Clay St & Hawks Nest Dr (Signal 199) to St Charles County Admin	SCC 100%	SCC 100%	SCC	100%
Conduit	W Clay St & Hawks Nest Dr (Signal 199) to St Charles County Admin	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (48 Strands)	Weiss Rd Cottleville City Hall to Cottleville Pky (Signal 153)	SCC 100%	SCC 100%	SCC	100%
Cable (18 Strands)	Wentzville Pkwy I-70 (Signal 127) to WM Dierberg Dr (Signal 131)	City of Wentzville to transfer 12 strands to SCC	City of Wentzville (6 Strands) Tube 1 (Typically Blue) County (12 Strands)	Wentzville	33%
				SCC	67%
Cable (48 Strands)	Wentzville Pkwy Schroeder Creek Blvd (Signal 133) to Old Highway 61 (Signal 136)	SCC transfers 12 strands to City of Wentzville	City of Wentzville (12 Strands) Tube 2 (Typically Orange) Tube 3 (Typically Green)	Wentzville	25%
				SCC	75%
Cable (48 Strands) (Future)	Wentzville Pkwy WM Dierberg Dr (Signal 131) to Heritage Pkwy (Signal 133)	Wentzville to transfer 36 strands to SCC	City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown)	Wentzville	25%
				SCC	75%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (48 Strands) (Future)	Wentzville Pkwy/WM Dierberg Dr (Signal 131) to WZG Tower 10.1	City of Wentzville transfers 36 strands to SCC	City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown) SCC 100%	Wentzville SCC	25% 75%
Cable (24 Strands)	Winghaven Blvd Hwy N (Signal 36) to Technology Dr (Signal 32)	SCC 100%		SCC	100%
Cable (48 Strands)	WM Dierberg Dr Wentzville Pkwy (Signal 131) to SCC Dispatch & Alarm Building	SCC transfers 12 strands to City of Wentzville	City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown)	Wentzville SCC	25% 75%
Cable (48 Strands)	Zumbuhl Rd Highway 94 (Signal 141) to Justice Center (W of Signal 142)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%

## Exhibit C

IP Address Scheme

Draft



**SUPPLEMENT NO. 1 BETWEEN THE CITY OF ST. PETERS AND ST. CHARLES COUNTY  
TO THE FIRST AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE  
MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM—ST. CHARLES COUNTY**

THIS SUPPLEMENT NO. 1 BETWEEN THE CITY OF ST. PETERS AND ST. CHARLES COUNTY TO THE FIRST AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM—ST. CHARLES COUNTY (“Supplement”) is entered into by St. Charles County, Missouri (“County”) and the City of St. Peters, Missouri (“City”) in order to provide for the coordinated management of the Gateway Green Light Program—St. Charles County within the City.

WHEREAS, by Ordinance 15-110, the County approved the *First Amended Intergovernmental Agreement for the Management of the Gateway Green Light Program-St. Charles County* (hereinafter “GGL Agreement”) between the County, Missouri Highways and Transportation Commission (“Commission”), City, and other municipalities within St. Charles County, which is being executed by the City contemporaneously herewith and which has previously been executed by all other parties thereto; and

WHEREAS, the City has long been an advocate of transportation initiatives that improve the safety and efficiency of traffic systems within the City and St. Charles County; and

WHEREAS, the City of St. Peters developed, deployed, operated and maintained an advanced traffic management system (hereinafter “City ATMS”), which included a fiber optic and radio communication network that monitored traffic and coordinated the operation of traffic signals devices throughout the City, as well as traffic signals and video systems at the Commission owned Highway 70 interchanges at Highway 79/Salt lick Road, Mid Rivers Mall Drive and Cave Springs Road, to maximize the efficient flow of traffic; and

WHEREAS, said City ATMS was in place and fully operational prior to the existence and implementation of the Gateway Green light program; and

WHEREAS, with City consent, portions of the City ATMS have been utilized and modified by the County as part of the fiber optic and radio communication network systems deployed and implemented by the Gateway Green light program to create a Gateway Green light Wide Area Network (“GGL WAN”); and

WHEREAS, the City seeks to cooperatively and independently operate, modify, improve,

and maintain its City ATMS and connected field devices in coordination with the GGL WAN and Gateway Green light Program; and

WHEREAS, the County agrees that the City owns and operates a City ATMS for the betterment of traffic operations within the City and St. Charles County, and the GGL Agreement does not have any effect on the City's ownership of the field devices used in the City ATMS; and

WHEREAS, Sections 2.g.vi.1 and 2 specify that all field devices installed onto the GGL WAN within the City's jurisdiction will also be owned by the City; and

WHEREAS, Section 2.g.iii.7 of the GGL Agreement provides that ownership or network allocation of Strands (as defined therein) may be changed from what is reflected in Exhibit B through a written agreement executed only by the parties having ownership interests therein provided that use of the GGL WAN by any other party to the GGL Agreement is not impaired by such change; and

WHEREAS, the City and County desire to change the ownership and/or network allocation of Strands in Exhibit B on the terms provided for herein; and

WHEREAS, the undersigned representative of each party to this Supplement has been authorized by ordinance of the respective governing body to enter into this Supplement.

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

1. With respect to the portion of the GGL WAN within the City, the parties hereto agree they will utilize the updated "GGL WAN Map, dated May 2, 2016" which is attached as "Exhibit A" hereto and made part of this Supplement.
2. With respect to City facilities, the "Exhibit B—Table of Fiber Optic Infrastructure as of September 29, 2015" shall be replaced with the attached "Exhibit B—Table of Fiber Optic Infrastructure dated May 2, 2016" which is attached to and made part of this Supplement.
3. County agrees it may monitor and reprogram only those switches within the corporate limits of the City that are required to maintain proper operation of the GGL WAN, and County will not monitor or reprogram any other switches or other network communication devices owned and operated by the City.
4. County agrees it will not make any changes to the addresses and overall IP scheme for the

City shown in Exhibit C of the GGL Agreement without City's approval.

- 5. County agrees it will waive the notification requirement set forth in Section 2.g.x of the GGL Agreement with respect to the City.

IN WITNESS WHEREOF, the following parties have entered into this Supplement.

**CITY OF ST. PETERS, MISSOURI**

**ST. CHARLES COUNTY, MISSOURI**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
County Executive

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

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

ATTEST: (SEAL)

ATTEST: (SEAL)

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
County Registrar

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

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**Request for Board Action  
By Staff**

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

**Brief Description:** Bid Recommendation Special Service Area Sewer Improvement Project

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

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**Summary/Explanation:** Approval to execute a contract with (TBD) for the construction of the Special Service Area Sewer Improvement Project. This project was discussed under City Administrator updates during the May 26 BOA Work Session.

Bids will be open at 2:30 pm on Friday, June 17. A bid recommendation and ordinance will be sent out before the June 23 BOA work session and meeting.

The engineer's cost estimate for this project was \$1,295,000.

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

The cost of the project and will be front funded by the Water/Sewer Bond Issue with reimbursement over the next 20-years from the Special Service Area Fee.

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RBA requested by:

*Bill Maki*

6-15-16

CA:

*[Signature]*

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**INTEROFFICE MEMORANDUM**

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**TO:** BILL CHARNISKY  
**FROM:** BILL MALACH  
**SUBJECT:** WESTWOOD ESTATES/ST. MARY'S/STEEPLECHASE/ST. PETERS  
ESTATES SPECIAL SERVICE AREA SANITARY SEWER  
IMPROVEMENTS – BID RECOMMENDATION  
**DATE:** JUNE 20, 2016  
**CC:** TIM MYERS

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**Recommendation:** I am recommending BOA approval for issuing a contract to Kolb Grading, LLC in the initial amount of \$1,356,643.30 for the Westwood Estates/St. Mary's/Steeplechase/St. Peters Estates Special Service Area Sanitary Sewer Improvements Project.

Kolb Grading LLC submitted the lowest qualified bid and has previously performed this type of work in the City.

This item is Item D-10 on the Work Session Agenda and Item I-24 on the BOA Meeting Agenda. Attached to this memorandum is the draft ordinance.

**Background:** The City opened bids on Friday, June 17. The bids are listed below.

<b>Kolb Grading LLC:</b>	<b>\$1,356,643.30</b>
Unnerstall Contracting Co.:	\$1,617,342.00
Lamke Trenching & Excavating:	\$1,708,759.50
Bates Utility Company Inc:	\$1,955,180.00
Engineer's Cost Estimate:	\$1,294,935

Amount Budgeted in Bond Fund: \$1,380,000

**Bid Evaluation**

Kolb informed the City after the bid opening that they are prepared to meet the City's schedule and start the project in July. They are also planning on using Lamke Trenching

and Excavating for the pipe bursting portion of the project. Lamke has successfully performed the last two pipe bursting projects for the City.

The difference between the Engineer's Cost Estimate and the low bid was approximately 5%. (\$61,708.30). After reviewing the unit cost items, the item with the largest difference was by-pass pumping. The bidder's cost for this item ranged from \$48,000-\$150,000. The Engineer's cost estimate for this item was \$16,000.

The City allocated \$1,380,000 in the Water Sewer Bond Fund for this project. This fund will be reimbursed the cost of the project over the next 20-years from the Special Service Area (SSA) fee that will be applied to the customers' sewer bills that live in this area to pay for this project.

**RBA FORM (OFFICE USE)**

MEETING DATE: 06/23/2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

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**Request for Board Action  
By Staff**

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

**Brief Description:**

Selection of provider for medical/Rx, dental, and stop loss benefit coverages for FY2017 – FY2019

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

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**Summary/Explanation:** Recommendation to award Cigna the medical/Rx and dental benefit services and stop loss coverages for employees and retirees. Arthur J. Gallagher marketed the benefit services and stop loss coverage. The city received four (4) proposals and Cigna was the lowest acceptable proposal.

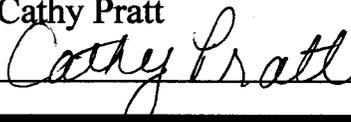
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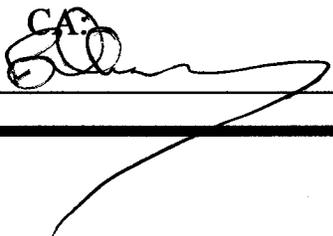
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

Budgeted

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RBA requested by: Cathy Pratt

  
\_\_\_\_\_

  
\_\_\_\_\_

BILL NO.

I-

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT FOR MEDICAL/Rx AND DENTAL BENEFIT SERVICES

WHEREAS, the City of St. Peters is desirous of providing the best possible medical/Rx and dental benefit services for its employees; and

WHEREAS, Gallagher Benefit Services, on behalf of the city, marketed our medical/Rx and dental benefits for proposals; and

WHEREAS, proposals were evaluated for medical/Rx and dental benefit services;

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

SECTION NO. 1. That the City Administrator of the City of St. Peters be and he is hereby authorized to execute a contract with Cigna for medical/Rx and dental benefit services for City employees and pre-65 retirees, at the prices shown on Exhibit I, effective October 1, 2016.

SECTION NO. 2 That the City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City.

SECTION NO. 3 This Ordinance shall take effect and be in force from and after the date of its final passage and approval.

Read two times, passed and approved this 23<sup>rd</sup> day of June.

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As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Exhibit 1

City of Saint Peters

Effective Date: 10/01/2016

**Proposed Self-Funded Fees and Rates**

<b>ASO Fee Basic Medical</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Traditional & Pre-65 Retiree Plans	\$26.47	\$26.47	\$27.26
HSA Plan	\$30.41	\$30.41	\$31.32
<b><u>Additional Programs</u></b>			
<b>Your Health First (Chronic Conditions Management)</b>			
Traditional & Pre-65 Retiree Plans	\$2.00	\$2.00	\$2.06
HSA Plan	\$2.00	\$2.00	\$2.06
<b>Health Advisor</b>			
Traditional & Pre-65 Retiree Plans	\$1.00	\$1.00	\$1.03
HSA Plan	\$0.00	\$0.00	\$0.00
<b>Total Medical Fees</b>			
Traditional & Pre-65 Retiree Plans	\$29.47	\$29.47	\$30.35
HSA Plan	\$32.41	\$32.41	\$33.38
<b>Dental and Vision</b>			
Dental: Base and Buy-up	\$2.59	\$2.59	\$2.67
Vision	\$0.40	\$0.40	\$0.40
<b>Wellness and Communication Fund</b>			
	\$20,000	\$25,000	\$25,000

Notes:

1. RX rebates are passed through to the City of Saint Peters.
2. Minimum Guaranteed Brand Rebates are below:

	<b>2016 - 2017</b>	<b>2017 - 2018</b>	<b>2018 - 2019</b>
Retail:	\$27.00	\$27.00	\$27.00
Mail Order:	\$150.00	\$150.00	\$150.00

3. HSA plan participant's accounts are charged a monthly banking \$1.85 service fee not included above.
4. Quote includes \$2.00 PEPM commission.
5. Estimated Administration run-out fees are \$29,000.
6. Estimated two month premium holiday on Medical, Dental and Vision is \$26,679.

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT FOR SPECIFIC AND AGGREGATE STOP LOSS COVERAGE FOR MEDICAL BENEFIT SERVICES

WHEREAS, the City of St. Peters is desirous of providing the best possible healthcare benefit services for its employees; and

WHEREAS, medical stop loss coverages were marketed for competitive pricing and proposals were evaluated;

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

SECTION NO. 1. That the City Administrator of the City of St. Peters be and he is hereby authorized to execute a contract with Cigna for medical stop loss coverages, at the rates shown on Exhibit 1, effective October 1, 2016.

SECTION NO. 2 That the City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City.

SECTION NO. 3 This Ordinance shall take effect and be in force from and after the date of its final passage and approval.

Read two times, passed and approved this 23<sup>rd</sup> day of June, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Exhibit 1

City of Saint Peters

Effective Date: 10/01/2016

**Proposed Stop Loss Rates**

<b>Stop Loss Rates (PEPM)</b>		<b>\$175,000</b>
		Level
<u>Individual Stop Loss</u>		
Contract Basis		Paid in 12
Composite PEPM	437	\$77.26
<u>Aggregate Stop Loss</u>		
Contract Basis		Paid in 12
Corridor		125%
Minimum Attachment Percentage		100%
Monthly Rate PEPM	437	\$6.58
<b>Aggregate Attachment</b>		
HSA Plan	38	\$1,302.69
Traditional Plan	346	\$1,461.93
Pre-65 Retiree Plan	53	\$1,583.11
<b>Illustrative Minimum Attachment Point</b>		<b>\$7,674,186</b>

Note: Stop Loss rates include 10% commission.

**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular ( ) Work Session (x)

ATTACHMENT: YES (x) NO ( )

Contract ( ) Ordinance ( ) Other ( )

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**Request for Board Action  
By Staff**

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

**Brief Description:** Memorandum of Understanding for Drug Task Force

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

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**Summary/Explanation:** This agreement continues the Drug Task Force with St. Charles County being the parent agency.

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

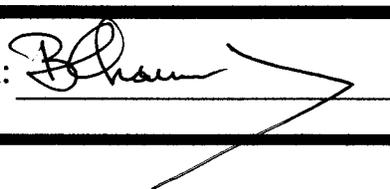
None

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RBA requested by:



CA:



**DRAFT**  
**ST. CHARLES COUNTY**  
**REGIONAL DRUG TASK FORCE AGREEMENT**

THIS ST. CHARLES COUNTY REGIONAL DRUG TASK FORCE AGREEMENT is made and entered into as of the Effective Date, as defined herein, by and among St. Charles County, Missouri (“County”), and the political subdivisions who are signatories hereto (individually “Political Subdivision” and collectively “Political Subdivisions”).

WITNESSETH:

WHEREAS, the St. Charles County Regional Drug Task Force (“Drug Task Force”) was previously formed by the partnership of certain participating Political Subdivisions within St. Charles County on behalf of their law enforcement agencies; and

WHEREAS, this agreement authorizes and renews the continuation of the Drug Task Force. The Drug Task Force has the purpose of conducting intensive professional investigation of narcotics and drug law violations within the St. Charles County area in order to better ensure and maintain the security and safety of citizens within the County and the region; and

WHEREAS, Chapter 70, Sections 220 through 325, of the Revised Statutes of Missouri, as amended, permit political subdivisions to enter into joint agreements for a public purpose; and

WHEREAS, the Intergovernmental Drug Laws Enforcement Act, as currently codified in Chapter 195, Sections 501 through 515, of the Revised Statutes of Missouri, and beginning on January 1, 2017, as codified in the Revised States of Missouri Chapter 650, Sections 150 through 165, as amended, provide for the establishment of Multijurisdictional Enforcement Group units by order or ordinance; and

WHEREAS, the Police Department or other public safety agency of each undersigned Political Subdivision has been authorized through order or ordinance of the appropriate governing body to enter into this Agreement for the creation and continuation of the St. Charles County Regional Drug Task Force and agree to be bound by the terms of the Agreement; and

WHEREAS, the Chief Executive Officer and Police Chief of each of the undersigned Political Subdivisions and the County Executive and Chief of Police of the County have each been authorized through order or ordinance of their respective governing bodies to enter into this Agreement for the continuation of the common service of the Drug Task Force, under the supervision and control of St. Charles County, under the terms more specifically set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

#### Article I – Structure and Oversight

- A. The Drug Task Force Board of Governors. The Drug Task Force shall have a Board of Governors made up of one representative from each law enforcement agency of the County and Political Subdivisions participating in the Drug Task Force Agreement; may include a representative of a hazardous materials response team or, if such team is not formed, then a representative of the local fire response agency; and may also include a representative with hazardous materials response experience, upon approval of the Board of Governors. It shall be the responsibility of the Board of Governors to recommend approval of policies, set the goals of the Drug Task Force, and to oversee the Drug Task Force as set out in this Agreement. The Board of Governors shall dedicate itself to setting a goal for intensive professional investigation of narcotics and drug law violations and promoting prompt and aggressive prosecution of violators. A representative of any Political Subdivision and/or law enforcement agency

signatory to this Agreement, including those joining pursuant to Article VI.A, may participate as a member of the Board of Governors. Each Political Subdivision may have no more than one voting member of the Board of Governors, regardless of how many agencies of the Political Subdivision participate as members of the Board of Governors. St. Charles County's voting member of the Board of Governors shall be the Chief of Police. Any other Political Subdivision with more than one member on the Board of Governors shall designate which Board member is authorized to vote as part of the order or ordinance of its respective governing body to enter into this Agreement.

1. Board of Governors Officers and Eligibility. The Board of Governors shall elect a Chairperson, Vice Chairperson, and Secretary for the orderly conduct of its business. The Chairperson of the Drug Task Force Board of Governors ("Chairperson") and at least one other Officer of the Board of Governors shall be representatives of a law enforcement agency with one or more officers assigned to work in the Drug Task Force. The Chairperson may not be a representative of St. Charles County, unless that representative receives a two-thirds (2/3) vote of the Board of Governors. Each Officer of the Board of Governors shall serve a term of four (4) years, and at the end of each four (4)-year period, there shall be a vote to elect new Officers of the Board of Governors. Any mid-term vacancy shall be filled by the majority vote of the remaining voting members of the Board of Governors, and the elected person shall serve the remainder of the original term.
  
2. Meetings. The Chairperson shall call one regular meeting to take place at a designated time and location at least once each calendar quarter and direct the Secretary to provide no less than five (5) days prior notice to each Board member. The Chairperson or Vice Chairperson shall call a

Special/Emergency meeting upon the request of any Board member. Such Special/Emergency meeting shall be called by telephonic notice and/or e-mail notifications. The notifications shall designate the time and location of the meeting. The notification to the members of the Board of Governors for such Special/Emergency meeting shall not be less than six hours before the meeting. No matter concerning policy or personnel shall be voted upon or revised unless a quorum of the Board of Governors is present. The Chairperson shall preside over regular and special meetings. The Vice Chairperson shall fulfill the responsibilities of the Chairperson should the Chairperson be unable to act or refuse to act for any reason. The Secretary or his/her designee shall prepare an agenda for each regular or Special/Emergency meeting. The Secretary shall keep and maintain all records, including minutes of the meetings; he/she shall conduct the election of the officers to the Board; he/she shall provide to each member of the Board timely notice of the time and place for each regular meeting of the Board; and he/she shall provide a copy of all records to the St. Charles County Registrar. The Board of Governors shall comply with the Open Meetings Law. A quorum of the Board shall consist of at least two thirds (2/3) of voting members. Each participating agency head may appoint in writing a designee to attend the Board meeting and/or special meeting in his or her absence and act on his or her behalf as a member of the Board of Governors.

3. Each member of the Board of Governors shall have access to the Drug Task Force Bureau of Special Enforcement Commander ("Commander," as further set forth in Article I, Section B.1) and, in the absence of the Commander, shall have access to the Deputy Commander for questions. Matters concerning the administration of the Unit should be directed to

the Chairperson. Each member of the Board of Governors shall have the ability to request assistance for narcotics and drug law violations in his or her jurisdiction. The Drug Task Force may render such assistance in cooperation with the requesting jurisdiction.

4. Each member of the Board of Governors shall be entitled to reports of the activities of the Drug Task Force and shall establish their own direct reporting relationship with their assigned Investigative Officer, as they deem most appropriate.
5. Each Board of Governors member shall be deemed to be acting for a governmental purpose and shall have all the immunities, and shall be subject to the same liabilities, which that member would have within the territorial limits of the member's own Political Subdivision.
6. The Drug Task Force shall, upon the vote of a majority of the members of the Board of Governors, have the authority to enter into Agreements and Memoranda of Understanding in order to further the purpose of the Drug Task Force. To be effective, any such Agreement or Memorandum of Understanding shall require the signature of the Chairperson and the St. Charles County Chief of Police.
7. An Attorney from the St. Charles County Counselor's Office shall, upon request, furnish legal advice and opinions to the Drug Task Force Board of Governors, the Commander, and Drug Task Force members respecting Drug Task Force business and operations. As his or her schedule permits, the attorney may regularly attend meetings of the Board of Governors.

B. Structure of the Drug Task Force.

1. Commander. The Bureau Commander of the St. Charles County Police Department Bureau of Special Enforcement shall be the Drug Task Force Commander (“Commander”). The Commander shall report directly to the St. Charles County Chief of Police for all operational matters related to the Drug Task Force. The Commander shall oversee the Drug Task Force and shall be responsible for all functions of the Drug Task Force. The Commander is the direct supervisor of the Deputy Commander, and is responsible for all members of the Drug Task Force. The Commander is responsive to the Chairperson for all responsibilities and operations of the Drug Task Force. The Commander shall make the final determination for all operational matters of the Drug Task Force.
2. Deputy Commander. The Deputy Commander of the Drug Task Force (“Deputy Commander”) shall be responsible for the daily operations of the Drug Task Force under the supervision of the Commander. The Deputy Commander shall, on an ongoing basis, inform the Commander of all Drug Task Force investigations, operations, and plans. The Deputy Commander shall be a sergeant or above. In no case shall the Deputy Commander be of a higher rank than the Commander.

The Deputy Commander shall rotate at least every four (4) years, and shall be an officer of one of the Political Subdivisions signatory to this Agreement. Each signatory Political Subdivision having participating officers shall provide the Deputy Commander in the order appearing on the signature page of this Agreement. The rotation shall begin with the City of St. Charles Police Department and proceed in order from there. When the rotation reaches the St. Charles County Police Department, the County Police Department shall only provide a Deputy Commander with the approval of a two-thirds vote of the

Board of Governors. Otherwise, the rotation shall continue to the next signatory Political Subdivision. Should a Political Subdivision be unwilling or unable to provide a Deputy Commander, the position will go to the next signatory.

The Commander, as defined in Article I, Section B.1, becomes responsible for the Drug Task Force on the Effective Date of this Agreement.

3. Drug Task Force Sergeants. Two (2) sergeants shall serve as direct supervisors of the Investigative Officers and shall answer directly to the Deputy Commander. One sergeant shall oversee buy-side operations, and the other shall oversee street operations.

C. Policy.

1. Political Subdivisions participating in the Drug Task Force agree that their law enforcement officers participating on the Drug Task Force shall be deputized as officers of the St. Charles County Police Department for the sole and exclusive purpose of their participation on the Drug Task Force, and shall serve in that status only while training or engaging in a Drug Task Force operation; and provided further, such Drug Task Force members shall abide by the St. Charles County Police Department's Use of Force, Use of Force Reporting, Investigating Officer-Involved Shooting and Serious Uses of Force, Vehicle Pursuit, and Drug Task Force policies. Those policies are incorporated herein by reference and may be amended by St. Charles County from time to time, and the St. Charles County Police Department shall distribute copies of said policies to all Drug Task Force members. Any modifications of said policies shall be provided to chief law enforcement officer of all participating political subdivisions ("Chief Law Enforcement Officer") within thirty (30) days of their effective date.

2. For policies and procedures not addressed in Subsection D.1., above, the Board of Governors shall have oversight authority over all activities of the Drug Task Force and shall recommend appropriate written policies and establish procedures to govern such activities. Such policies and procedures shall have the same effect on the Commander, Deputy Commander and all Investigating Officers assigned to the Drug Task Force as their own Political Subdivision's policies and procedures. In addition, the Board of Governors shall establish minimum training criteria for the Investigative Officers.
3. The Commander shall inform the Chairperson and the St. Charles County Chief of Police before the Drug Task Force takes any action outside of the boundaries of St. Charles County. Such notice shall be provided in advance. The Chairperson shall, as quickly as is practicable, inform the other members of the Board of Governors of such action.

D. Financial Matters.

1. Each Political Subdivision is responsible for the pay and benefits, including workers' compensation coverage, for each of its employees participating in the Drug Task Force.
2. Political Subdivision Annual Contributions. Historically, each Political Subdivision with one or more officers assigned to the Drug Task Force has contributed ten thousand nine hundred eighty-six dollars (\$10,986.00) annually to the Drug Task Force to assist with operation of the Drug Task Force. The Board of Governors may, by majority vote, vary an annual contribution to an amount not less than seven thousand dollars (\$7,000) for each Political Subdivision with one or more officers assigned to the Drug Task Force. Subject to budgetary approval, each Political Subdivision agrees to pay the

Political Subdivision Annual Contribution when invoiced. If a Political Subdivision has not paid an invoiced Political Subdivision Contribution for twelve (12) months, that Political Subdivision's participation in the Drug Task Force is terminated.

3. The Board of Governors shall provide policies and procedures for the financial oversight of the operations of the Drug Task Force, or may follow the purchasing policy of St. Charles County. Any grant or forfeiture funds received by the Drug Task Force, including but not limited to, Political Subdivision Annual Contributions, High Intensity Drug Trafficking Area ("HIDTA") funds, and the Justice Administration Grant ("JAG"), may be expended by the Board of Governors upon majority vote. If the St. Charles County purchasing policy requires approval from the governing body for expenditure of funds, a majority of the Board of Governors may approve such expenditure through a roll call vote.
4. St. Charles County shall receive and administer Drug Task Force funds, including applying for, receiving, and administering any and all state, federal or other grants for the operation and purpose of the Drug Task Force. The law enforcement agencies shall rotate the HIDTA and JAG funds between each of the law enforcement agencies who are signatories to this Agreement, so long as the law enforcement agency is a jurisdiction within the St. Charles County and is current in its Political Subdivision Annual Contributions. All records are the property of the St. Charles Regional Drug Task Force, and are held by St. Charles County. Audits of the Drug Task Force's activity shall be subject to the same procedures as audits applicable to departments within St. Charles County.
5. The Board of Governors may make reports and recommendations to the County Executive concerning any various needs with respect to personnel levels, equipment, and funds for the efficient operation of

the Drug Task Force. Any funds requested from St. Charles County shall be requested by majority vote of the Board of Governors. Any County appropriations are subject to County budgetary availability and County purchasing procedures.

6. The Board of Governors further agrees:
  - a. In the event new grants are received from the State of Missouri or federal government after the date of the Agreement, the Drug Task Force shall cooperate with the granting agency in order to assure compliance with the terms of the grant.
  - b. Upon execution of this Agreement, any current grant funds and funds held in or paid to the Regional Drug Task Force Fund 292 shall be used to support the Drug Task Force.
  - c. Seizure of funds or assets by the Drug Task Force shall be the property of the Drug Task Force.

E. Media Relations

1. Media inquiries to the Drug Task Force shall be handled by the St. Charles County Police Department Public Information Officer. The Drug Task Force shall act as primary media response point for actions initiated by the Drug Task Force.
2. Drug Task Force actions taken pursuant to requests for assistance as provided by Article I.A.3, above, shall be referred to the initiating jurisdiction. Upon the request of the initiating jurisdiction, the St. Charles County Police Department Public Information Officer may assist with any such media inquiries.

## Article II – Investigative Officers

Any public service agency of a participating Political Subdivision that has paid its Political Subdivision Annual Contribution (Article I, Section D.2) may, as authorized by the Political Subdivision, assign one or more state-certified peace officers who meet the requirements for certification in a charter county to serve as Investigative Officers, and such officers shall be assigned to the Drug Task Force. Each Investigative Officer shall perform the duties of a peace officer in the employ of his or her Political Subdivision in cooperation with other officers assigned to the Drug Task Force and under the oversight of the Board of Governors and supervision of the Commander and Deputy Commander. Unless otherwise specified, “Investigative Officer” shall also refer to the Deputy Commander and Drug Task Force Sergeants.

- A. Supervision of Investigative Officers. Each Investigative Officer shall agree to supervision by and cooperation with the Commander and Deputy Commander in the conduct of his or her office and shall agree to cooperate with the other officers and members of the Drug Task Force in the performance of duties and fulfillment of the purposes of the Drug Task Force.
- B. Term. The default term of an Investigative Officer on the Drug Task Force shall be two (2) years. An Investigative Officer is ineligible to return to the Drug Task Force for two (2) years after completing his or her term on the Drug Task Force.
- C. Removal from Assignment. Any member of the Drug Task Force may be removed from assignment to the Drug Task Force by the Chief Law Enforcement Officer of his or her employing Political Subdivision at any time and for any reason. The Chief Law Enforcement Officer taking such action shall immediately notify the Chairperson of the removal. The Commander may request removal of any Drug Task Force member from assignment to the Drug Task Force to the Chief Law Enforcement Officer of

the Officer's employing Political Subdivision. Should the Chief Law Enforcement Officer not agree to the removal, the issue will be brought before the Board of Governors and shall require a two-thirds (2/3) vote for removal.

### Article III – Vehicles and Other Funding

#### A. Vehicles:

1. Every member of the Drug Task Force shall be assigned one vehicle to use during the term of each Investigative Officer's assignment to the Drug Task Force. St. Charles County, as Administrative Agent to the Drug Task Force, shall be the Leasing Agent for the Drug Task Force, and shall coordinate vehicle leases and make sure that the lease provides all elements necessary to accommodate the needs of the Drug Task Force. The cost of such leases shall be paid from operating funds of the Drug Task Force. At any time, a Political Subdivision may request from the Commander a list of vehicles assigned to its Drug Task Force members.
2. It will be the Political Subdivision's responsibility to maintain satisfactory insurance on their Drug Task Force members' leased vehicles. The type and amount of insurance will be determined by the lease agreement and/or the Political Subdivision's requirements.
3. The Drug Task Force will arrange for and pay for any repairs and maintenance of the vehicles assigned to members of the Drug Task Force. The Commander may recommend to a Political Subdivision whether a vehicle is to be repaired or replaced.
4. The Drug Task Force Investigators are authorized to use their vehicles as determined by Drug Task Force policy. Each Investigator will drive only the vehicle assigned to him or her except in emergency

situations where the safety of the officers assigned to the Drug Task Force or the public is at risk.

- B. Office Space. Drug Task Force members shall jointly occupy space for operations and all expenses shall be paid for through the state grant or the Regional Drug Task Force Fund 292. The Board of Governors of the Drug Task Force is authorized to lease space for operation of the Drug Task Force.
- C. Minimum Limits of Insurance. Each Political Subdivision shall provide minimum limits of insurance coverage for their officer at the same level as provided for all other commissioned peace officers for that Political Subdivision. No jurisdiction shall be relieved of its liability as a result of a failure to acquire insurance, or by reason of underinsurance.
- D. Agency. No Political Subdivision, its law enforcement agency, or its participating officers shall have any authority as an agent to act on behalf of any other Political Subdivision at any time, or of the St. Charles County Police Department when not engaged in a Drug Task Force operation. No individual participating in any activities associated with the Drug Task Force shall represent to any person or entity that he or she is entitled to act on behalf of, or may bind, any Political Subdivision including the County, any Investigative Officer, or the Drug Task Force Board of Governors.

## Article IV – Liability

- A. Minimum Limits of Insurance. Each Political Subdivision shall maintain a commercial general liability insurance policy for coverage of the injuries and damages for which it, as a Political Subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in Section 537.610 of the Revised Statutes of Missouri, as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo., as amended.

The insurance policy shall be maintained in full force and effect at all times during the term of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. *et. seq.*, for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

- B. Indemnification.

1. In General.

- a. Claims Arising From Drug Task Force Actions. To the extent authorized by the laws of the State of Missouri, the County does hereby release and agree to indemnify, defend and hold harmless the Political Subdivisions and each Drug Task Force member employed by any Political Subdivision from and against any and all third-party losses, damages, liabilities, or causes of action, including attorneys' fees and court costs of third parties if awarded by a court of competent jurisdiction,

arising from the activities, conduct and actions of the Drug Task Force during a Drug Task Force operation, including without limitation property damage or injury to, or death of persons.

- b. Limitations. Notwithstanding any other provision of this Agreement, the County reserves the right to accept or deny indemnification and defense on the same terms as it defends and protects its County employees as set forth in Section 105.010 of the Ordinances of St. Charles County, Missouri, as may be amended from time to time.
- c. Hiring Own Counsel; Effect. Any Drug Task Force member shall have the right to retain their own counsel to defend against a claim, but in that event the County shall be relieved of any obligation of defense and indemnification imposed by this Agreement. Subject to the provisions of Section 105.020, Ordinances of St. Charles County, Missouri, as may be amended from time to time, a Drug Task Force member may retain separate counsel at their own expense to participate in their defense; however, in order to be eligible for these indemnification provisions, the Drug Task Force member must cooperate fully with the investigation and defense of the claims, and the St. Charles County Counselor must be the sole agent authorized to negotiate on behalf of the Drug Task Force member, and to litigate, defend, try, settle, or compromise those claims. A Drug Task Force member's independent act of compromise or settlement of claims shall be grounds for forfeiture of the protections afforded under this Agreement.

- 2. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to any party to this Agreement of a claim by a third party relating to a Drug Task

Force action, the notified party shall promptly report said claim to the County Counselor's Office within the twenty (20) day period after service of process or other notification.

3. Counselor's Office. The County Counselor or designee shall have the primary responsibility to conduct an initial investigation of said claim. Any Drug Task Force member seeking the benefit of indemnification and/or defense from the County pursuant to this Agreement shall cooperate with the attorneys conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence, attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.
- C. Release of claims for workers' compensation liability. Each Political Subdivision signatory to this Agreement accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for members of the Drug Task Force.
  - D. Use of Drug Task Force by Their Own Political Subdivision Outside Drug Task Force Command and Control. In no event shall the County be liable for the use of Drug Task Force members by their Political Subdivisions when used outside of the exclusive command and control of the commanders of the Drug Task Force. Each Political Subdivision hereby agrees that any action it takes using its participating officers outside of the command and control of the commanders of the Drug Task Force is purely a liability of the Political Subdivision, and each Political Subdivision agrees that it shall indemnify, protect, and hold harmless the County from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of

persons, including the officers, agents and employees of either party herein, and including payment under any workers' compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Political Subdivision, its agents, servants or employees in acting outside the command and control of the commanders of the Drug Task Force.

#### Article V- Termination

- A. This Agreement shall remain in full effect for a term of two years from Effective Date unless terminated in accordance with the terms hereof. If not specifically terminated then this Agreement shall be deemed automatically renewed for five successive two-year terms.
- B. Voluntary Termination by Political Subdivision. The Chief Executive of any participating Political Subdivision may terminate the participation of their Political Subdivision in the Drug Task Force at any time by giving thirty (30) days prior written notice to the Board of Governors. Except as set forth in Article V, Section D, the County Executive, on behalf of the County, may terminate the participation of the County in the Drug Task Force at any time by giving thirty (30) days prior written notice to the Board of Governors.
- C. Division of Assets upon Termination. Any Political Subdivision terminating their participation in the Drug Task Force pursuant to Article V, Section B, or Article I, Section D.2, above, shall forfeit any and all seized assets in possession of, or due to, the Drug Task Force, which were the results of Drug Task Force activity.
- D. Dissolution of the Unit.

1. Notwithstanding any other provisions of this Article to the contrary, the provisions of Article IV to this Agreement shall survive termination of this Agreement as it relates to any activities, conduct or actions of the Drug Task Force or its members that may give rise to any demand, claim, suit or judgment for damages to property or injury to or death of persons arising prior to the effective date of such termination. In the event the Drug Task Force is dissolved, all assets of the Drug Task Force shall be divided equally among the members at the time of dissolution.
  
2. Should the County terminate this Agreement, the County will continue to act as administrative agent for the Drug Task Force for up to six months after the County's notice of voluntary termination is served, or until such time as the Board of Governors notifies the County of a replacement administrative agent. The Board of Governors shall be granted reasonable time, not to exceed six months, in order to adopt a Memorandum of Understanding between remaining participants to maintain the Drug Task Force. If no such Memorandum of Understanding is adopted, the Drug Task Force shall be dissolved.

#### Article VI – Signatures and Filing

- A. Additional Parties. Additional Political Subdivisions may join as parties to this Agreement upon approval of the Board of Governors, and approval and execution of a counterpart of this Agreement by the Chief Executive and Chief Executive Law Enforcement Officer of each new Political Subdivision after obtaining all necessary authorization through order or ordinance of their respective governing bodies to enter into this Agreement.
  
- B. Communications. Except with respect to the operations of the Drug Task Force, any other notice, demand, communication, or request required or permitted hereunder shall be in writing, and delivered in person, or sent

certified, return receipt requested, via United States mail, or via e-mail, to the County Executive for the County, and to the Mayor or other chief executive officer for any Political Subdivision, at their addresses of their public office.

- C. Notices shall be effective as follows: (i) in the case of certified mail, return receipt requested, upon the third day after such notice is deposited in the U.S. Mail in the manner specified; (ii) in the case of delivery, upon delivery of such notice at the address specified; and (iii) in the case of e-mail transmission, upon the transmission of the e-mail to the intended party and confirmation of receipt from the intended party. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the County and the Political Subdivisions.
- D. Entire Agreement and Modifications. This Agreement constitutes the entire undertaking between the parties hereto regarding the Drug Task Force, and supersedes any and all prior agreements, arrangements, and understandings between the Political Subdivisions with respect to the subject matter hereof. Except for the inclusion of additional parties to this Agreement pursuant to Section A of this Article, no party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- E. Capacity and Authorization. The County and each Political Subdivision by their signature hereto each represent to the other that they have the full right, power, and authority to enter into this Agreement and to fully perform their 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 respective party, except as otherwise specifically set forth herein. A copy of this Agreement and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective Clerk for each Political Subdivision, and the

Registrar for the County, and shall be exchanged between each Political Subdivision and the County.

- F. Assignment. No portion of this Agreement or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with the written consent of the other parties hereto or except as otherwise specifically provided for herein.
- G. Third Party Rights. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Political Subdivisions.
- H. Headings. The headings of various Articles, sections and subsections of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.
- I. Severability; Effect on Other Agreements. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.
- J. Laws to Govern. This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.

- K. Waiver. The failure of any party at any time to require performance by another party of any provision hereof shall in no way affect the right of the non-requiring party thereafter to enforce the same. No waiver shall be effective unless in writing, nor shall waiver by any party of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- L. Counterparts. This Agreement may be executed in one or more counterparts and by one or more and subsequent Political Subdivisions, the combination of which shall be considered one original document.
- M. Effective Date. This Agreement shall become effective as of the date of its execution by the County and one or more Political Subdivisions, and shall be effective as to each Political Subdivision which thereafter executes one or more counterparts of this Agreement as of the date of such execution.

*Remainder of Page Intentionally Left Blank*

**8. For the City of St. Peters, Missouri**

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

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Len Pagano, Mayor

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Notary Public  
Seal:

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Jeff Finkelstein, Chief of Police

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Notary Public  
Seal:

Draft

**RBA FORM (OFFICE USE)**

MEETING DATE: 6-23-16

Regular ( ) Work Session (X)

ATTACHMENT: YES ( ) NO (X)

Contract ( ) Ordinance ( ) Other ( )

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**Request for Board Action  
By Staff**

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

**Brief Description:** Prescription Drug Disposal Box

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

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**Summary/Explanation:** The Mayor and two Aldermen contacted me in reference to wanting to install a permanent prescription drug disposal box in the Justice Center.

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**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)  
There will be a cost in man power estimated at 20 hours per month or \$687.00 and potentially in the disposal, which is unknown at this time.

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RBA requested by: Jeff Finkelstein

CA: William P. Charnisky





**RBA FORM (OFFICE USE)**

MEETING DATE: 06/23/2016

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

**Request for Board Action  
By Staff**

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

**Brief Description:** An ordinance to authorize the City Administrator to enter into a contract for tuck pointing at City Hall and Rec-Plex.

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

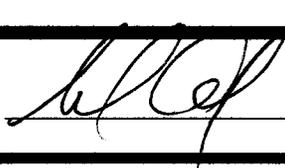
**Summary/Explanation:**

The bid opening for this project is scheduled on June 17, 2016 at 2pm. The recommendation memo will be provided to the Board by Tuesday, June 21<sup>st</sup>.

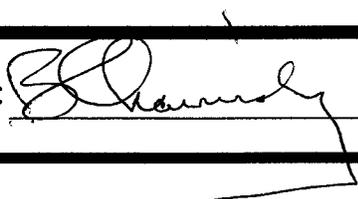
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

The project was approved in the Capital Improvement Plan: \$110,000 for City Hall in FY16 and \$100,000 for Rec-Plex in FY17.

RBA requested by:



CA:





**INTEROFFICE MEMORANDUM**

**TO:** WILLIAM P. CHARNISKY, CITY ADMINISTRATOR  
**FROM:** RICK OLOTEO, DIRECTOR OF RECREATION  
**SUBJECT:** TUCK POINTING BID RECOMMENDATION  
**DATE:** JUNE 20, 2016  
**CC:** RUSS BATZEL, MANAGER/TDS; JEFF HUTSLER, MANAGER/PRS; DAN LANG, DIRECTOR OF FACILITY MAINTENANCE

**Recommendation:** I recommend the tuck pointing of City Hall and Rec-Plex be awarded to the low, responsive and responsible bidder, Staat, Inc. of St. Louis, Missouri. Approval of this recommendation will authorize the award of a contract in the initial amount of \$174,195.99. We have \$110,000 budgeted in FY16 for City Hall tuck pointing and \$100,000 allocated in FY17 for Rec-Plex. We are seeking approval for the Rec-Plex work before FY17 begins in order to complete the tuck pointing in conjunction with the front entrance renovations. This will require a budget adjustment at a future meeting.

**Background:** On June 17, 2016, two (2) bids were received and opened for Bid 16-172, City Hall & Rec-Plex Tuck Pointing.

Staat, Inc. of St. Louis, MO, submitted the lowest, responsive and responsible base bid of \$160,211.99. Their bid included optional work on City Hall which we are recommending totaling \$13,984 bringing the final amount to \$174,195.99. Work on City Hall totals \$92,624 and work on the Rec-Plex totals \$81,571.99.

Staat Inc. worked as a sub contractor on the Rec-Plex 15 years ago and their work is still in good condition.

**Bid Summary:**

**Bid 16-172 City Hall & Rec-Plex Tuck Pointing**

<b>Bidder</b>	<b>City Hall</b>	<b>Rec-Plex</b>	<b>Options</b>	<b>Total</b>
Staat Inc. – St. Louis, MO	\$78,640	\$81,571.99	\$13,984	\$174,195.99
L&L Tuckpointing Breckenridge, Mo.	\$111,000	No Bid	No Bid	\$111,000.00

**Other:**

This project includes selected areas of tuck pointing at City Hall and the front of the Rec-Plex including the entire north gable end of the Natatorium. It also includes cleaning and water sealant of all of City Hall, front of Rec-Plex and the north gable end of the Natatorium.

**RBA FORM (OFFICE USE)**  
MEETING DATE: June 23, 2016  
Regular ( X ) Work Session ( X )  
ATTACHMENT: YES ( X ) NO ( )  
Contract ( ) Ordinance ( X ) Other ( )

**Request for Board Action  
By Staff**

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

**Brief Description:**

An ordinance to authorize the City Administrator to enter into a contract to construct a sprayground/wet play area at 370 Lakeside Park.

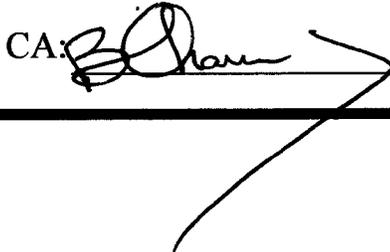
**Staff: Recommended ( X ) Not recommended ( ) No Position ( )**

**Summary/Explanation:**

Please refer to the attached recommendation memo dated June 16, 2017.

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

The FY16 Local Parks & Stormwater budget for this project (which also includes a Lodge/Meeting Room) is \$300,000.

RBA requested by:  CA: 



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**INTEROFFICE MEMORANDUM**

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**TO:** BILL CHARNISKY, CITY ADMINISTRATOR  
**FROM:** JEFF HUTSLER, MANAGER/PRS  
**SUBJECT:** BID RECOMMENDATION FOR 370 LAKESIDE PARK  
SPRAYGROUND/WET PLAY AREA  
**DATE:** JUNE 16, 2016  
**CC:** VICKI PHILLIPS, DIRECTOR OF PARKS OPERATIONS

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**Recommendation:** I recommend awarding the 370 Lakeside Park Sprayground/Wet Play Area Project (RFP 16-144) to Landscape Structures, Incorporated, of Delano, Minnesota. Approval of this recommendation will authorize the award of a contract in the amount of \$240,075.00.

The FY16 Local Parks & Stormwater budget for this project (which also includes a Lodge/Meeting Room) is \$300,000.

**Background:** On April 14, 2016, two (2) companies submitted three (3) proposals for the Sprayground/Wet-Play Area at 370 Lakeside Park (RFP 16-144). All proposals met the specification of being within 2% of \$225,000; however, none of the original proposals met the City's needs concerning water conservation. Staff contacted the two companies and requested new proposals with better water conservation. The City then received five (5) new proposals, one of which included a recirculation pump. After thorough review, staff feels the best option is to select the proposal with the recirculation pump. Not only will the recirculation pump conserve water, it is easy to remove if the park is threatened by flooding. This sprayground also has the capability of future expansion if desired.

**Below is a summary of the bids received.**

<b>Bidder</b>	<b>Amount</b>
Landscape Structures, Inc., Delano, MN	\$225,000.00*
Hutchinson Recreation & Design, Troy, MO	\$225,000.00

\*The City requested a secondary UV Sanitation Filter which is an additional cost of \$15,075, bringing the total cost to \$240,075.

We have worked with Landscape Structures on several playground projects, the most recent including Nob Hill Park and Laurel Park. Staff is very pleased with their products and service.

**RBA FORM (OFFICE USE)**

MEETING DATE: 6-23-16

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance (X) Other ( )

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**Request for Board Action  
By Staff**

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

**Brief Description:** Request to Purchase Replacement Heavy Duty Truck #438

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

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**Summary/Explanation:**

As part of the FY16 budget process and vehicle replacement plan we would like to replace a HD truck with crane #438 through the MoDOT contract.

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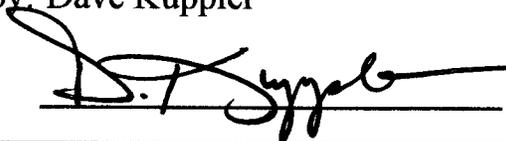
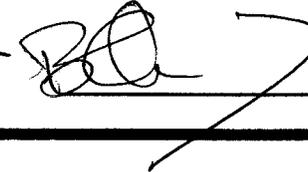
**Budget Impact:** (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

For FY16 \$160,000 was budgeted to purchase a new truck to replace a 2005 Chevrolet HD4500 #438 WES maintenance vehicle. We have reviewed both the Statewide and MoDOT contracts and there are 21 options for the purchase of this truck on the MoDOT contract and nothing on the Statewide contract. We are recommending the City purchase the truck from International Truck and Engine who is lowest bidder providing our selected options. The price of the truck from International Truck and Engine is \$129,204.00 and is \$30,796.00 under budget. This truck is used by WES for water line maintenance.

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RBA requested by: Dave Kuppler

CA: William P. Charnisky

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SINGLE AXLE PRICE AND INFORMATION		Midway Sterling - Western Star w/Henderson	Midway Sterling - Western Star w/Viking Chvs	Navistar Acceptable - International w/Henderson	Navistar Acceptable - International w/Monroe	Navistar Acceptable - International w/Viking Chvs	Navistar Preferred - International w/Henderson	Navistar Preferred - International w/Monroe	Navistar Preferred - International w/Viking	Navistar/Innovative - International w/Viking	Truck Centers Inc., Freightliner w/Henderson	Truck Centers Inc., Freightliner w/Monroe
Description	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
Single Axle Cab and Chassis	\$88,163.00	\$88,163.00	\$84,475.00	\$84,475.00	\$86,409.00	\$87,496.00	\$87,496.00	\$87,496.00	\$87,496.00	\$75,182.00	\$81,121.00	NOT PURCHASED
Option Description	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
Delivery Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$88,163.00</b>	<b>\$88,163.00</b>		<b>\$84,475.00</b>	<b>\$86,409.00</b>	<b>\$87,496.00</b>	<b>\$87,496.00</b>	<b>\$87,496.00</b>	<b>\$87,496.00</b>	<b>\$75,182.00</b>	<b>\$81,121.00</b>	

SINGLE AXLE PRICE AND INFORMATION		Truck Centers Inc., Freightliner w/Viking Chvs	Vanguard Truck Center Mack Granite GU4 w/Henderson	Vanguard Truck Center Mack Granite GU7 w/Henderson	Vanguard Truck Center Mack Granite GU4 w/Monroe	Vanguard Truck Center Mack Granite GU7 w/Monroe	Vanguard Truck Center Mack Granite GU4 w/Viking Chvs	Vanguard Truck Center Mack Granite GU7 w/Viking Chvs	Westfall OMC Mack IHND GU4 w/Henderson	Westfall OMC Mack IHND GU4 w/Monroe	Westfall OMC Mack IHND GU4 w/Viking Chvs
Description	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
Single Axle Cab and Chassis	\$81,121.00	\$89,174.00	\$91,224.00	\$89,174.00	\$91,224.00	\$89,174.00	\$91,224.00	\$91,224.00	\$87,084.00	\$87,084.00	\$87,151.00
Option Description	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
Delivery Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$81,121.00</b>	<b>\$89,174.00</b>	<b>\$91,224.00</b>	<b>\$89,174.00</b>	<b>\$91,224.00</b>	<b>\$89,174.00</b>	<b>\$91,224.00</b>	<b>\$91,224.00</b>	<b>\$87,084.00</b>	<b>\$87,084.00</b>	<b>\$87,151.00</b>

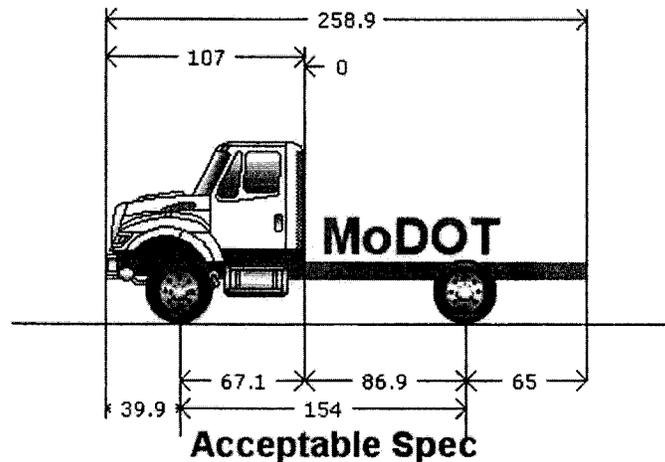
**INTERNATIONAL\***

April 26, 2016

**Prepared For:**  
 City of St Peters  
 Rich Jacquemin  
 1 Saint Peters Centre Blvd.  
 Saint Peters, MO 63376-5141  
 (636)477 - 6000  
 Reference ID: JDS-4648-01

**Presented By:**  
 INT'L TRK & ENGINE CORP  
 Joe D Sontag  
 900 S HIGHWAY DR STE 103  
 FENTON MO 63026 -  
 (636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile  
 2017 7300 SBA 4X2 (SA615)

<b>APPLICATION:</b>	Service Body
<b>MISSION:</b>	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 44.55% / 2.70% @ 55 MPH Calc. Geared Speed: 78.6 MPH
<b>DIMENSION:</b>	Wheelbase: 154.00, CA: 86.90, Axle to Frame: 65.00
<b>ENGINE, DIESEL:</b>	{Cummins ISB 325} EPA 2010, 325 HP @ 2600 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 6.14
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
<b>TIRE, REAR:</b>	(4) 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
<b>PAINT:</b>	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
SA61500	Base Chassis, Model 7300 SBA 4X2 with 154.00 Wheelbase, 86.90 CA, and 65.00 Axle to Frame.	\$79,962.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$73.00
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	\$318.00
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness	\$15.00
	<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color	
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	\$0.00
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	\$57.00
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 12,000-lb Capacity; With Shock Absorbers	\$67.00
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free	
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4	
	<u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.	
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	\$0.00
	<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank	
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	\$0.00
4EBS	AIR DRYER {Bendix AD-9} With Heater	\$450.00
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Ssql	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	\$0.00
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	\$265.00
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	\$0.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity	\$0.00
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	\$288.00
5708	STEERING COLUMN Tilting	\$125.00
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	\$0.00
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	\$2,051.00
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	\$42.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	\$18.00
8541	HORN, ELECTRIC (2) Disc Style	\$29.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn	\$100.00
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total	\$56.00
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers	\$483.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	\$94.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$26.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	\$0.00
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	\$48.00
	<u>Notes</u> : Feature included with CAB INTERIOR TRIM, Premium	
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	\$99.00
8XDU	BATTERY BOX Steel, With Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab	\$461.00
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender	\$0.00
9HAD	GRILLE Chrome	\$0.00
9WAC	BUG SCREEN Front End; Mounted Behind Grille	\$131.00
9WBM	FRONT END Tilting, Fiberglass, With Three Piece Construction, Sloped Front	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GN"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/ISL Engines	\$88.00
12EGA	ENGINE, DIESEL {Cummins ISB 325} EPA 2010, 325 HP @ 2600 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)	\$4,658.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	\$0.00
	<u>Includes</u> : FAN Nylon	
12UPB	FEDERAL EMISSIONS {Cummins ISB} EPA, OBD and GHG Certified for Calendar Year 2016	\$350.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler	\$0.00
12VBR	AIR CLEANER With Service Protection Element	\$0.00
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	\$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	\$0.00
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB or ISL Engines	\$45.00
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	\$8,795.00
13WBL	TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission	\$0.00
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission	\$61.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$141.00
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	\$0.00
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	\$116.00
13XAM	PTO, LOCATION , Dual, Left and Right Side of Transmission	\$0.00
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.14	\$79.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	\$169.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
15LMS	FUEL/WATER SEPARATOR Cummins Supplied on Engine, with 12 Volt DC Heater, with Water-in-Fuel Sensor	\$421.00
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Diam., 50 U.S. Gal., 189 L Capacity, Mounted Left Side Under Cab	\$0.00
15WCN	DEF TANK 5 U.S. Gal. Capacity; Frame Mounted Outside Left Rail, Under Cab	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
16030	CAB Conventional  <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	\$0.00
16HBA	GAUGE CLUSTER English With English Electronic Speedometer  <u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	\$0.00
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission	\$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16HLJ	GAUGE, DEF FLUID LEVEL	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust  <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	\$116.00
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust  <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	\$508.00
16SDT	MIRRORS (2) {Lang Mekra} Styled; Rectangular, Power Both Sides Flat Glass Only, Thermostatically Controlled Heated Heads, Clearance Lights LED, Black Heads, Brackets and Arms, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing	\$542.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$39.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster  <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	\$823.00
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	\$0.00
16WKY	HVAC FRESH AIR FILTER	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	\$25.00
16WRX	CAB INTERIOR TRIM Deluxe	\$0.00
	<u>Includes</u>	
	: "A" PILLAR COVER Molded Plastic	
	: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering	
	: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket	
	: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors	
	: FLOOR COVERING Rubber, Black	
	: HEADLINER Soft Padded Cloth	
	: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section	
	: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door	
	: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
27DMA	WHEELS, FRONT {Accuride} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$47.00
	<u>Includes</u>	
	: PAINT IDENTITY, FRONT WHEELS White	
	<u>Notes</u>	
	: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5	
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$109.00
29598	WHEEL SEALS, FRONT {Stemco Voyager} Oil Lubricated Wheel Bearings ILO Standard Oil Seals	\$59.00
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint	\$24.00
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint	\$48.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	\$24.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	\$24.00
7372138102	(4) TIRE, REAR 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply	\$452.00
7372138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply	\$108.00
	<b>Total of Product Features</b>	<b>\$103,410.00</b>

Cab schematic 100GN

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

**Services Section:**

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U	\$0.00
40KDN	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins ISB Engine Coverage, Protection Plan 1, (Truck Application Only)	\$2,000.00
40NBY	SRV CONTRACT, EXT HTR/AC SYS (Navistar Prepackaged Components) To 60-Month/100,000 Miles (160,000 km)	\$460.00
40PEE	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 24-Month/50,000 Miles (80,000 km), Excludes Extended Warranty for Engine and Transmission	\$980.00
	<b>Total of Service Features</b>	<b>\$3,440.00</b>
	<b>Total List Price Including Options:</b>	<b>\$106,850.00</b>

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$65,271.00
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Total Taxes:	\$0.00	
Warranty:	\$0.00	
Body/Allied Equipment:	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

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Knapheide Truck Equipment  
 10101 Mid Rivers Mall Drive  
 St Peters MO 63376  
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 www.stlouis.knapheide.com

**QUOTATION**

Quote ID: DL00000347-2

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**Customer:** ST PETERS CITY OF  
 ONE ST PETERS CENTRE BLVD  
 P O BOX 9  
 ST PETERS MO 63376

**Quote Number:** DL00000347-2

**Quote Date:** 3/16/2016

**Quote valid until:** 4/15/2016

**Contact:** RICH JACQUEMIN

**Phone:** 1-314-799-6504

**Fax:** 1-636-939-4411

**By:** Prepared dlevin

**Salesperson:** dlevin

**PO#:**

<b>Make:</b>	<b>Model:</b>	<b>Year:</b>	<b>Single/Dual:</b> DRW
<b>Cab Type:</b>	<b>Wheelbase:</b>	<b>Cab-to-Axle:</b> 84.0	<b>VIN:</b>

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP 6132D54J	MODOT# 22G  BODY UTILITY COMP. 6132D54J CHASSIS APPLICATION: Dual rear wheel 84" CA BODY SHELL: 14 Ga. Galvanneal STEEL FLOOR: 1/8" Treadplate w/1-3/8" return flange UNDERSTRUCTURE: 50000 yield 11 Ga. high-strength STEEL cross sills (5) and (2) end rails and (3) longitudinal sills. TAILGATE: 14/16 Ga. Galvanneal steel double panel slam latching tailgate, 12" high, installed. DOORS: Double-shell, 20 Ga. two-sided Galvanneal STEEL with hat-section reinforcement for durability and long life. All stainless STEEL continuous hinges with 1/8" pin provides corrosion protection and pry-proof security. DOOR RETAINERS: Double spring-over center door retainers are standard equipment on all vertical doors. Rubber door bumpers and chain retainers are standard items on all horizontal doors. Stainless rivetless rotary latches & double spring over center door retainers on all vertical doors DOOR SEALS: Automotive continuous hollow neoprene seals installed on all door frames. LIGHT GUARDS: Prepunched interior light guards provide protection for the optional recessed lights and for the wiring harness package. EXTERIOR PRIME: 12 stage prime paint process features, zinc phosphate precoat, complete immersion in electrodeposition gray epoxy primer, and oven curing for durable finish. INTERIOR PAINT: Medium gloss light gray electrodeposition epoxy paint reflects light and is oven cured for a mar resistant finish UNDERCOATING: The already primed underbody is completely undercoated with a water-borne material that provides extra corrosion and road debris protection WARRANTY: Exclusive 6-year guarantee to first owner/user covering no rust through on body shell, no failure of the standard continuous hinges, no failure of the latches or lock	\$7,199.00	\$7,199.00



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QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		cylinders, and no bending of the shelves under maximum rated load of 250 pounds. OVERALL LENGTH: ----- 133-1/4" OVERALL WIDTH: ----- 94" FLOOR WIDTH: ----- 54" SIDE COMPARTMENT HEIGHT: ----- 40" SIDE COMPARTMENT DEPTH: ----- 20" FLOOR HEIGHT: ----- 24" STREETSIDE COMPARTMENTATION: 1V = 34-1/4" in length x 40" high 2V = 21" in length x 40" high H = 52-3/4" in length x 18-1/2" high 3V = 25-1/4" in length x 40" high CURBSIDE COMPARTMENTATION: 1V = 34-1/4" in length x 40" high 2V = 21" in length x 40" HIGH H = 52-3/4" in length x 18-1/2" high 3V = 25-1/4" in length x 40" high STANDARD SHELVING: Includes (2) adjustable divider shelves each front and 2nd vertical compartment, (1) bolt-in divider shelf curbside horizontal compartment, (1) adjustable divider shelf each rear vertical compartment, and (28) shelf dividers.		
1	KNAP 6132DLHR-60J	BODY COMP 6132DLHR-60KJ CRANEODY CHASSIS APPLICATION: Dual rear wheel 84" CA 11' BODY SHELL: 14 Ga. Galvanneal STEEL with 12 Ga. compartment ends and bottoms and 1/8" treadplate tops and backs. FLOOR: Torsion box floor with crane box isolate from side pack. 6 "D" ring tie downs mounted in floor. TAILGATE: 14 Ga. two-sided Galvanneal STEEL slammable style, 12" high, installed. 2 Chrome grab handles included (loose) and mounting holes prepunched at rear of body. DOORS: Double-shell, 20 Ga. liner with 14 Ga. exterior two-sided Galvanneal STEEL with hat-section reinforcement for durability and long life. All stainless STEEL continuous hinges with 1/8" pin provides corrosion protection and pry-proof security. Stainless STEEL three point latches on all doors and overlap doors on front vertical and horizontal doors. DOOR RETAINERS: Double spring-over center door retainers are standard on all doors. DOOR SEALS: Automotive continuous hollow neoprene seals installed on all door frames. LIGHT KIT: Complete flush mount light kit with all required lights and aluminum light boxes. Prepunched end panels provided for mounting. EXTERIOR PRIME: 12 stage prime paint process features, zinc phosphate precoat, complete immersion in electrodeposition gray epoxy primer, and oven curing for durable finish. INTERIOR PAINT: Medium gloss light gray electrodeposition epoxy paint reflects light and is oven cured for a mar resistant finish. UNDERCOATING: The already primed underbody is completely undercoated with a water-borne material that provides extra corrosion	\$52,351.00	\$52,351.00



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QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		<p>and road debris protection</p> <p>WARRANTY: Exclusive 6-year guarantee to first owner/user covering no rust through on body shell, no failure of the standard continuous hinges, no failure of the latches or lock cylinders, and no bending of the optional shelves under maximum rated load of 250 pounds.</p> <p>OVERALL LENGTH: ----- 133-1/4" PLUS 24" BUMPER = 157-1/4" TOTAL LENGTH</p> <p>OVERALL WIDTH: ----- 94"</p> <p>FLOOR WIDTH: ----- 50"</p> <p>SIDE COMPARTMENT HEIGHT: ---- 52"</p> <p>SIDE COMPARTMENT DEPTH: ---- 22"</p> <p>FLOOR HEIGHT: ----- 24"</p> <p>STREETSIDE COMPARTMENTATION:            1V = 55-1/4" in length x 60" high RAISED COMP WITH 500# PULL OUT TRAY AT BOTTOM            OF COMPT WITH (2) ADJ SHELVES            2V= 24-3/4" in length x 52" high (2) adj shelves with (4) dividers each            H = 53-1/4" in length x 22-1/2" high (1) bolt in shelf with (8) dividers            3V = 24-3/4" in length x 52" high (2) adj shelves</p> <p>CURBSIDE COMPARTMENTATION:            1V = 34" in length x 60" high RAISED COMP            -(1) AE 10 Drawer unit with 6-3", 3-5", 1-7" high drawers            2V = 21-1/4" in length x 52" high (2) adj shelves with (4) dividers each            H = 52-3/4" in length x 22-1/2" high (1) bolt in shelf with (8) dividers            3V = 25-1/4" in length x 52" high (1) fixed shelf with GP-3000 pure sine inverter installed</p> <p>(2) Batteries mounted on floor in marine style battery box</p> <p>STANDARD SHELVING: No standard shelving provided            All vertical compartments include shelf clips for use with optional shelving.            Horizontal compartments have provisions for optional bolt-in divider shelves.</p> <p>FENDERS: Prepunched fenderette holes and fenderettes included .</p> <p>- LED STOP/ TURN./ TAILLIGHT            -MASTER LOCKING SYSTEM            -7630 CRANE WITH 30' REACH, 2 STAGE HYDRAULIC BOOM FOR 30', 7,500# CAP, 38,000FT-LBS, PLANTARY WINCH 60'/MIN SPEED, DOUBLE-ACTING CYLINDERS W/INTEGRAL HOLDING VALVES, 3/8" CABLE, BOOM SUPPORT, WIRELESS REMOTE CONTROL WITH BACK UP PENDANT CONTROL, CONTROL PANEL,            -ALL PTO HYDRAULICS TO RUN CRANE AND OUTRIGGERS            -HYDRAULIC RESERVOIR AND GUARD            -HYDRAULIC OPERATED OUTRIGGERS, IN/OUT AND DOWN            -CAB PROTECTOR            -(4) WORK LIGHTS WITH (2) ON TOP OF CAB SHIELD AND (2) AT REAR OF BODY            -BACK UP ALARM            -KNAPLINER, IN CARGO AREA(SIDES, BULKHEAD AND TAILGATE) ON TOP OF COMPARTMENTS AND BUMPER            -BUMPER 24" WORK SPACE WITH THRU COMPARTMENT, VISE PLATE, 15 TON PINTLE HOOK, (2) GRIP STRUT FLEX STEPS., (1) EACH SIDE OF REAR TAILSHELF, CLASS V 2/1/2" RECEIVER TUBE INSTALLED BELOW PINTLE HOOK. 7-WAY WIRE FLAT PLUG, AIR LINES RAN TO REAR WITH GLAD HANDS            -SHOVEL BOX 72"L X 18"D X 10"H</p>		



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Quote ID: DL00000347-2

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QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		INSTALLED ON STREETSIDE, REAR TOP OF COMPARTMENT -LADDER RACK - SIDE MOUNT INSTALLED ON STREET SIDE OF CARGO AREA		
1	KN 239	WEATHER GUARD CONDUIT CARRIER KIT INCLUDES END PLATES AND MOUNTING BRACKETS FOR 6" PVC PIPE	\$147.00	\$147.00
1	PVC PIPE	6" X 72" LONG FOR CONDUIT CARRIER INSTALLED ON STREETSIDE OF SHOVEL BOX	\$96.00	\$96.00
1	ECCO 5580A	AMBER LED MINIBAR, 8 HEAD, PM, 12-24VDC MOUNTED ON (KN 1920) BASE	\$281.00	\$281.00
2	ECCO 3730A	LED FLASHER-RECTANGULAR 12-24 ALUMINUM CASE (1) INSTALLED ON EACH SIDE OF GRILL ( CENTER OUTSIDE OF GRILL) WIRED TO ONE ON/OFF SAFETY SWITCH IN CAB	\$149.00	\$298.00
2	ECCO ED 3706A	AMBER FLASHING 6 LED HIGH-INTENSITY LIGHTS ONE INSTALLED AT REAR OF BODY ABOVE TAILLIGHTS S/T/T WIRED INTO ON/OFF SAFETY LIGHT SWITCH IN CAB	\$179.00	\$358.00
1	KN 1920	17" ACCESSORY RECTANGULAR BASE INSTALLED ON TOP CENTER OF CAB SHIELD	\$131.00	\$131.00
1	KNAPLINER	MODOT# 22AA BLACK COMMERCIAL GRADE SPRAY-ON LINER , FLOOR SIDES BULKHEAD AND TAILGATE	\$770.00	\$770.00
1	KNAPLINER-	UPGRADE TO MODOT # 22AA CONTINUE THE KNAPHEIDE LINER TO INCLUDE TOP OF BOTH SIDE COMPARTMENTS	\$325.00	\$325.00
1	COM120-ON-530EW	FEDERAL SIGNAL LED POLE LIGHT INSTALLED ON CURBSIDE FRONT OF CRANE BODY -20K LUMENS, 120VAC, SPOT/FLOOD LED LAMPHEAD -TELESCOPIC ADJUSTING POLE.	\$1,977.00	\$1,977.00

Quote Total:	\$63,933.00
Discount:	\$0.00
Total Due:	\$63,933.00

The following options may be added:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Options and Quoted Items do NOT include applicable Sales Tax.
- ◆ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

**Notes:**

MODOT# 3-141204TV PLUS UPGRADES



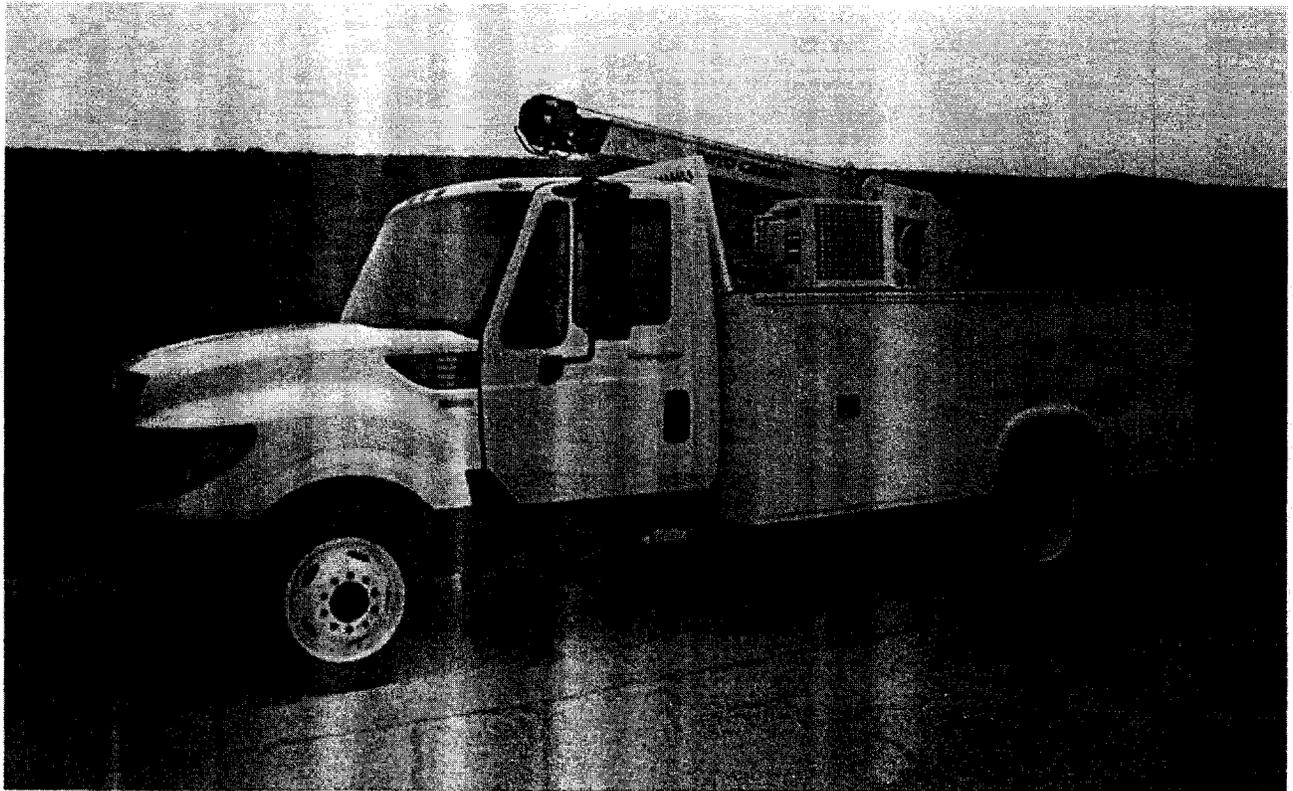
Knapheide Truck Equipment  
10101 Mid Rivers Mall Drive  
St Peters MO 63376  
Phone: 636-397-4444  
Fax: 636-397-2613  
[www.stlouis.knapheide.com](http://www.stlouis.knapheide.com)

## QUOTATION

Quote ID: DL00000347-2

Page 5 of 5

ALL UPGRADES PRICED WITH MUNI DISCOUNTS



**RBA FORM (OFFICE USE)**

MEETING DATE: June 23, 2016

Regular ( ) Work Session (X)

ATTACHMENT: YES (X) NO ( )

Contract ( ) Ordinance ( ) Other (X)

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**Request for Board Action  
By Staff**

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

**Brief Description:** Secretary of State/Records Retention Schedules

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

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**Summary/Explanation:**

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

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

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

None

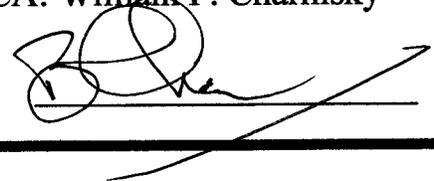
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RBA requested by: Patty Smith, City Clerk



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CA: William P. Charnisky



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City of St. Peters - Records Management  
**RECORDS DESTRUCTION FORM**

Page 1 of 23

Department Name: <b>SSS/Administration</b>		Total # of Boxes:
Department Records Coordinator: <b>Robbie Kimes</b>		
Date: <b>05/18/16</b>	Office Address: <b>One St. Peters Centre, St. Peters, MO 63376</b>	Telephone: <b>636-477-6600</b>

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

Department Records Coordinator: <i>Robbie Kimes</i>	Date: <i>5-19-16</i>	Date of Records Destruction: <i>5/24/16</i>
Group Manager: <i>T. Wilkinson</i>	Date: <i>5/20/16</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Patricia Edmister</i>	Date: <i>5/20/16</i>

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

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
N/A	GS-060	From the 2008 Legal Documents - all Professional Services Agreements for the Recplex. (May include Recplex Use Agreements for Ice Arenas)	2008	3 years after expiration of agreements	P
N/A	GS-060	From the 2009 Legal Documents - all Professional Services Agreements for the Recplex. (May include Recplex Use Agreements for Ice Arenas)	2009	3 years after expiration of agreements	P



## BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED	
<b><u>2008 LEGAL DOCUMENTS - REMOVED</u></b>			
5.	BILL SLADEK	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 11/08 – 1/01/09)	01/08/08 – NOT RECORDED
19.	DORI NEUMEIER	PROFESSIONAL SERVICES AGREEMENT (DANCE INSTRUCTOR – 01/08 – 12/08)	01/07/08 – NOT RECORDED
32.	TINA GEHRIN	PROFESSIONAL SERVICES AGREEMENT (01/08 –06/08 AQUA AEROBICS)	01/01/08 – NOT RECORDED
33.	TODD BLAKEMORE	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL OFFICIAL 1/08 – 1/09)	01/19/08 – NOT RECORDED
34.	BOB MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (FENCING INSTRUCTOR 01/08 – 12/08)	01/30/08 – NOT RECORDED
38.	ERIC BROOMAN	PROFESSIONAL SERVICES AGREEMENT (SCULPTURE/POTTERY INSTRUCTOR 01/08 – 12/08)	01/30/08 – NOT RECORDED
39.	JASON WHITE	PROFESSIONAL SERVICES AGREEMENT (FOOTBALL OFFICIAL 2/08 – 5/08)	02/10/08 – NOT RECORDED
40.	SHARI FAULKENBERG	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 1/08 – 1/09)	01/18/08 – NOT RECORDED
41.	CHRISTIE JONES	PROFESSIONAL SERVICES AGREEMENT (AQUA-AEROBICS 1/08 – 6/08)	01/01/08 – NOT RECORDED
42.	DIANE EAGEN	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 1/08 – 1/09)	01/29/08 – NOT RECORDED
43.	SARAH WILLIS	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 1/08 – 1/09)	01/23/08 – NOT RECORDED
45.	Y-KIKI DIVERS	PROFESSIONAL SERVICES AGREEMENT (OPEN WATER 1 SCUBA INSTRUCTION & DISCOVER SCUBA DIVING COURSES)	01/01/08 – NOT RECORDED
59.	PATRICIA O'DELL-HORNER	PROFESSIONAL SERVICES AGREEMENT (DANCE INSTRUCTOR 01/08 – 01/09)	03/14/08 – NOT RECORDED
74.	DENA L. DERICKSON	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR 01/08 – 12/08)	02/12/08 – NOT RECORDED
75.	SUSAN FAJATIN	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/08 12/08)	01/01/08 – NOT RECORDED
76.	KELLEY DECOSTY	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/08 – 12/08)	02/13/08 – NOT RECORDED
77.	DAWN NEMANICK	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/08 – 12/08)	02/07/08 – NOT RECORDED

## BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
78. JOHN JACKSON	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/08 – 12/08)	02/12/08 – NOT RECORDED
79. LAUREN MELCHIOR	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR – 01/08 – 12/08)	02/16/08 – NOT RECORDED
80. VICTORIA L. JORDAN	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	02/06/08 – NOT RECORDED
81. JANE BAYLISS	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	02/07/08 – NOT RECORDED
82. REBECCA LANCTOT	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	02/05/08 – NOT RECORDED
83. PAMELA RUSSINA	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	02/04/08 – NOT RECORDED
84. LORI ARTINGER	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	03/07/08 – NOT RECORDED
85. SANDRA VONDEVLEN	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	02/08/08 – NOT RECORDED
86. DOUG CORNWELL	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	02/08/08 – NOT RECORDED
87. CARLA SULZER	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	02/24/08 – NOT RECORDED
88. ANDREA LASSANSKE	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR - 01/08 – 12/08)	02/25/08 – NOT RECORDED
89. SHANELL JACKSON	PROFESSIONAL SERVICES AGREEMENT (BASKETBALL INSTRUCTOR 02/08 – 05/08)	02/16/08 – NOT RECORDED
90. STACIE FEUCHT	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	02/13/08 – NOT RECORDED
94. ROSEMARY SCHOEMAKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 – 03/09)	02/13/08 – NOT RECORDED
95. DONALD J. BAKER, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 – 03/09)	03/09/08 – NOT RECORDED
96. DAVID J. WIECHERS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
97. WILLIAM A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
98. VINCENT MUGHETTO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
99. BRIAN SCHULTEHENRICH	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED

## BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
100. DENNIS A. WATTS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
101. DANIEL P. ROHNE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
102. ELLEN J. PARKER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
103. ART MERCER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09) \	02/13/08 – NOT RECORDED
104. DAVE JUENGST	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
105. JUDY M. GANTNER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
106. PAUL J. BOSCHERT, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
107. JOHN W. GANTNER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
108. ROBERT M. BILLIE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
109. RICHARD M. BITTLE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
110. JOE O'CAIN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
111. DENNIS J. PALAZZOLO	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
112. MICHAEL G. DALPINI	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
113. RICK WEISSFLOG	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
114. JAKE SIMS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
115. TONY FARRELL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
116. KIRK W. SCHULTE	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
117. DAVID MOEHLKAMP	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
118. ROBERT BERTHOLD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED

## BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
119. RON CHAMBLEY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
120. CRAIG PAULY	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
121. RICK FERGUSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
122. MICHAEL HAMANN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
123. MIKE BOSCHERT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
124. MARK A. THOMAS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
125. DAN BAKER	PROFESSIONAL SERVICES AGREEMENT (MARTIAL ARTS INSTRUCTOR 03/08 – 03/09)	03/13/08 – NOT RECORDED
126. DANA PINZKE	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	02/04/08 – NOT RECORDED
127. ROBERT BLICK	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
128. STEVEN A. EDGECOMB	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
129. CHARLES BREWER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
130. CHUCK UPDEGRAFF	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
131. RON SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
132. RANDY HOLLANDER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
133. ROBERT PELLET	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
134. DENNIS SAMPSON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
135. LOYD W. MILLER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/09/08 – NOT RECORDED
136. MIKE FRANKLIN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	02/13/08 – NOT RECORDED
137. MICHELLE MITTS	PROFESSIONAL SERVICES AGREEMENT (AQUA AEROBICS 04/08 – 09/08)	01/01/08 – NOT RECORDED

BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
138. JOE ROTHER	PROFESSIONAL SERVICES AGREEMENT (MASTERS SWIM PROGRAM 04/08 – 03/09)	04/01/08 – NOT RECORDED
139. MICAH EDGE	PROFESSIONAL SERVICES AGREEMENT (ART INSTRUCTOR 05/08 – 12/08)	03/12/08 – NOT RECORDED
140. DANIEL LEWIS	PROFESSIONAL SERVICES AGREEMENT (FOOTBALL OFFICIAL 01/08 – 12/08)	02/10/08 – NOT RECORDED
141. KIM HACKER	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	02/02/08 – NOT RECORDED
142. DAVID RAAWLINGS	PROFESSIONAL SERVICES AGREEMENT (MARTIAL ARTS INSTRUCTOR 03/08 – 03/09)	03/13/08 – NOT RECORDED
151. JAMES. L. PETTIG, JR.	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	04/09/08 – NOT RECORDED
152. BRIAN M. RANDANT	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	04/09/08 – NOT RECORDED
153. ADAM HILL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	04/09/08 – NOT RECORDED
154. MATT LAMB	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	04/09/08 – NOT RECORDED
155. GARY SPEAR	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	03/29/08 – NOT RECORDED
156. ELIZABETH POPP	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/08 – 12/08)	04/10/08 – NOT RECORDED
157. TOM PRYOR	PROFESSIONAL SERVICES AGREEMENT (YOUTH AND ADULT SPORTS OFFICIAL 01/08 – 12/08)	04/06/08 – NOT RECORDED
158. KELLY KEELING	PROFESSIONAL SERVICES AGREEMENT (DANCE CAMP INSTRUCTOR 06/08 – 12/08)	03/04/08 – NOT RECORDED
159. STACEY GRAY	PROFESSIONAL SERVICES AGREEMENT (BELLY DANCE INSTRUCTOR 1/08 – 12/08)	04/08/08 – NOT RECORDED
160. CHRIS GOWERS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 - 03/09)	04/08/08 – NOT RECORDED
161. CHERYL TURANO	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 1/08 – 12/08)	04/12/08 – NOT RECORDED

BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
175. JOHN WELDON	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 4/08 – 3/09)	02/13/08 – NOT RECORDED
182. DAVID STIEBEL	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 6/08 – 12/08)	04/14/08 – NOT RECORDED
189. HEATHER BAUER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 6/08 – 12/08)	04/14/08 – NOT RECORDED
190. LAURIE BOETTGE	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 1/08 – 12/08)	04/23/08 – NOT RECORDED
191. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 6/08 – 12/08	04/14/08 – NOT RECORDED
192. KIM HACKER	PROFESSIONAL SERVICES AGREEMENT BOOTCAMP INSTRUCTOR 1/08 – 12/08	01/01/08 – NOT RECORDED
193. SHEILA NURCZYK	PROFESSIONAL SERVICES AGREEMENT (BOOTCAMP INSTRUCTOR 1/08 – 12/08)	01/01/08 – NOT RECORDED
194. SHEILA NURCZYK	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 1/08 – 12/08	05/01/08 – NOT RECORDED
195. WILLIAM G. SANDERS	PROFESSIONAL SERVICES AGREEMENT SOFTBALL OFFICIAL 4/08 – 3/09	03/09/08 – NOT RECORDED
196. LISA SMITH	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 1/08 – 12/08	04/30/08 – NOT RECORDED
197. KENNETH P. SCHNEIDER	PROFESSIONAL SERVICES AGREEMENT SOFTBALL OFFICIAL 4/08 – 3/09	04/28/08 – NOT RECORDED
198. AMY GRAVEMANN	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 6/08 – 12/08	04/14/08 – NOT RECORDED
199. HEATHER BAUER	PROFESSIONAL SERVICES AGREEMENT ART CAMP COORDINATOR 6/08 – 12/08	04/14/08 – NOT RECORDED
224. LORI ARTINGER	PROFESSIONAL SERVICES AGREEMENT AMENDED (FITNESS INSTRUCTOR 1/08 – 12/08)	05/16/08 – NOT RECORDED
225. CARLA SULZER	PROFESSIONAL SERVICES AGREEMENT AMENDED (FITNESS INSTRUCTOR 1/08 – 12/08)	05/31/08 – NOT RECORDED
226. VICTORIA JORDAN	PROFESSIONAL SERVICES AGREEMENT AMENDED (FITNESS INSTRUCTOR 1/08 – 12/08)	05/31/08 – NOT RECORDED
227. MARY EMMONS	PROFESSIONAL SERVICES AGREEMENT AMENDED (FITNESS INSTRUCTOR 1/08 – 12/08)	05/31/08 – NOT RECORDED
228. RICHARD A. BONLEA	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 4/08 – 3/09)	04/09/08 – NOT RECORDED

BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
229. SARAH HARRER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 6/08 – 12/08)	04/14/08 – NOT RECORDED
245. ERIN DARLING	PROFESSIONAL SERVICES AGREEMENT (ART CAMP COORDINATOR 06/08 – 12/08)	04/14/08 – NOT RECORDED
246. BOB MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (FENCING CAMP INSTRUCTOR 07/08 – 12/08)	04/14/08 – NOT RECORDED
247. ADAM DUNN	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 – 03 /09)	05/24/08 – NOT RECORDED
248. MICHAEL A. MILLER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 – 03/09)	05/29/08 – NOT RECORDED
249. NORMA REDWINE	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	06/11/08 – NOT RECORDED
250. ROBBIE WALTERS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 – 03/09)	05/12/08 – NOT RECORDED
251. JAMES MASSENBERG	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 04/08 – 03/09)	05/25/08 – NOT RECORDED
252. VICKI L. SHERONY	PROFESSIONAL SERVICES AGREEMENT (SPECIAL NEEDS ASSISTANT 07/08 – 8/15/08)	06/24/08 – NOT RECORDED
271. PAMELA RUSSINA	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/02/08 – NOT RECORDED
272. BILL SLADEK	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/03/08 – NOT RECORDED
273. LISA SMITH	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/02/08 – NOT RECORDED
274. LAURIE BOETTGE	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/03/08 – NOT RECORDED
275. RUTH DAVENPORT	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/01/08 – NOT RECORDED
276. SHERI FAULKENBERG	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/02/08 – NOT RECORDED
277. STACY FEUCHT	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/01/08 – NOT RECORDED
278. REBECCA LANCTOT	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/01/08 – NOT RECORDED
279. ANDREA LASSANSKE	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/02/08 – NOT RECORDED
280. SHEILA NURCZYK	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/02/08 – NOT RECORDED

BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
281. ROBIN POWELL	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/08 – 12/08)	07/02/08 – NOT RECORDED
296. CAROL NIEDERSHCMTD	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR - 01/08 – 12/08	07/03/08 – NOT RECORDED
297. CHANCE M. KOWAL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL) 4/08 – 3/09	05/20/08 – NOT RECORDED
298. JOHN GENENBACHER	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL) 4/08 – 3/09	06/25/08 – NOT RECORDED
299. SARAH WILLIS	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 1/08 – 12/08	07/07/08 – NOT RECORDED
300. STEVEN HARRELL	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL) 4/08 – 3/09	06/06/08 – NOT RECORDED
301. LINDER CHESTER	PROFESSIONAL SERVICES AGREEMENT BIG BAND DANCE CLASS 06/08 – 05/09	07/03/08 – NOT RECORDED
302. JANE BAYLISS	PROFESSIONAL SERVICES AGREEMENT AMENDED 0- FITNESS INSTRUCTOR 1/08 – 12/08	07/08/08 – NOT RECORDED
303. DANA PINZKE	PROFESSIONAL SERVICES AGREEMENT AMENDED - FITNESS INSTRUCTOR 1/08 – 12/08	07/07/08 – NOT RECORDED
304. CHERYL TURANO	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 1/08 – 12/08	07/07/08 – NOT RECORDED
305. PHYLLIS A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL) 4/08 – 3/09	06/23/08 – NOT RECORDED
306. CHRISTINA LYNN THOMAS	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 06/08 – 12/08	07/02/08 – NOT RECORDED
307. JEFF MATHEWS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL) 4/08 – 3/09	07/16/08 – NOT RECORDED
308. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT ART THERAPY PROGRAM 8/08 – 12/08	07/15/08 – NOT RECORDED
322. DOUG CORNWELL	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 1/08 – 12/08)	07/21/08 0 NOT RECORDED
352. JOSH HARKINS	PROFESSIONAL SERVICES AGREEMENT (SOFTBALL OFFICIAL 4/08 – 3/09)	08/11/08 – NOT RECORDED
353. SHARON CADLE	PROFESSIONAL SERVICES AGREEMENT (WATER EXERCISE 10/1/08 – 9/30/09)	09/15/08 – NOT RECORDED
354. CHRISTIA JONES	PROFESSIONAL SERVICES AGREEMENT (AQUA-AEROBICS 9/1/08 – 8/31/09)	09/01/08 – NOT RECORDED
355. MICHELLLE MITTS	PROFESSIONAL SERVICES AGREEMENT (AQUA AEROBICS 10/1/08 – 9/30/09)	09/15/08 – NOT RECORDED

BOOK 38 – 2008 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
356. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT (ART THERAPY PROGRAM 8/28/08 – 12/31/08)	08/12/08 – NOT RECORDED
407. ANDY W. STROUP	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE DANCING LESSONS 08/08 – 08/09)	08/18/08 – NOT RECORDED
408. JAMES W. WOODS	PROFESSIONAL SERVICES AGREEMENT ((SOFTBALL OFFICIAL) 04/08 – 03/09	08/16/08 – NOT RECORDED
409. DANIEL JAMES BOYLE	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 09/08 – 12/31/08)	09/04/08 – NOT RECORDED
420. BOB MC PHERSON	PROFESSIONAL SERVICES AGREEMENT (CLASSICAL FENCING 03/08 – 02/09)	10/20/08 – NOT RECORDED
489. JENNIFER KEITH	PROFESSIONALL SERVICES AGREEMENT FITNESS INSTRUCTOR 09/08 – 12/08	09/22/08 – NOT RECORDED
490. MICHAEL HELD	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 12/08 – 12/09	09/29/08 – NOT RECORDED
491. TINA LAROCCA	PROFESSIONAL SERVICES AGREEMENT AQUA-AEROBICS 7/08 – 6/09	07/01/08 – NOT RECORDED
492. DANIEL MAIN	PROFESSIONALL SERVICES AGREEMENT FITNESS INSTRUCTOR 11/01/08 – 12/31/08	11/01/08 – NOT RECORDED
504. JILL BERNARD	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 11/1/08 – 12/31/08)	11/01/08 – NOT RECORDED
505. KRISTIN N. KELLEY	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/10	09/29/08 – NOT RECORDED
506. PHYLLIS RAYMO	PROFESSIONAL SERVICES AGREEMENT AQUA AEROBICS 9/1/08 – 8/31/09	09/01/08 – NOT RECORDED
534. STACEY GRAY	PROFESSIONAL SERVICES AGREEMENT BELLY DANCE INSTRUCTOR – 01/01/09 – 12/31/09	12/20/08 – NOT RECORDED
5 35. RUTH DAVENPORT	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	12/30/08 - NOT RECORDED
536. DANIEL MAIN	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	11/01/08 – NOT RECORDED

## BOOK 39 – 2009 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
<b><u>2009 LEGAL DOCUMENTS</u></b>		
18. THOMAS KILWIN	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/01/09 – 12/31/09)	01/10/09 – NOT RECORDED
19. ELI KELLING	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE SKATING INSTRUCTOR – 01/01/09 – 12/31/09)	01/08/09 – NOT RECORDED
20. CHERYL TURANO	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/01/09 – 12/31/09)	01/03/09 – NOT RECORDED
21. BILL SLADEK	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR – 01/01/09 – 12/31/09)	01/02/09 – NOT RECORDED
22. REBECCA LANCTOR	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR – 01/01/09 – 12/31/09	01/02/09 – NOT RECORDED
23. SHERI FAULKENBERN	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR – 01/01/09 – 12/31/09	01/10/09 – NOT RECORDED
24. JILL BERNARD	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR – 01/01/09 – 12/31/09	01/10/09 – NOT RECORDED
25. JANE BAYLISS	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR – 01/01/09 – 12/31/09	01/06/09 – NOT RECORDED
26. SHEILA NURCZYK	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR – 01/01/09 – 12/31/09	01/05/09 – NOT RECORDED
27. DANA PINZKE	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR – 01/01/09 – 12/31/09	01/09/09 – NOT RECORDED
28. LAURIE BOETTGE	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	01/10/09 – NOT RECORDED
29. ANDREA LASSANSKE	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	01/10/09 – NOT RECORDED
30. SARAH WILLIS	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR – 01/01/09 – 12/31/09	01/15/09 – NOT RECORDED
39. SHEILA NURCZYK	PROFESSIONAL SERVICES AGREEMENT (BOOTCAMP INSTRUCTOR 01/01/09 – 12/31/09)	01/22/09 – NOT RECORDED
40. DOUG CORNWELL	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	02/29/09 – NOT RECORDED
41. KIM HACKER	PROFESSIONAL SERVICES AGREEMENT BOOTCAMP INSTRUCTOR 01/01/09 – 12/31/09	01/19/09 – NOT RECORDED
42. PAMELA RUSSINA	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	01/17/09 – NOT RECORDED

BOOK 39 – 2009 LEGAL DOCUMENTS

	NAME	TITLE	SIGNED/RECORDED
43.	DANIEL BOYLE	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	01/18/09 – NOT RECORDED
44.	VICTORIA JORDAN	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	01/02/09 – NOT RECORDED
45.	MARY HENKE	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	01/09/09 – NOT RECORDED
46.	LORI ARTINGER	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	01/01/09 – NOT RECORDED
47.	ROBIN POWELL	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR	01/00/09 – NOT RECORDED
48.	CARLA SULZER	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 01/01/09 – 12/31/09	01/22/09 – NOT RECORDED
74.	INGRID DAVIS	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 03/01/09 – 12/31/09)	03/03/09 – NOT RECORDED
75.	N R CREATIONS, LLC	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/01/09 – 12/31/09)	03/11/09 – NOT RECORDED
76.	JESSICA CRAWFORD	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 03/01/09 – 12/31/09)	03/10/09 – NOT RECORDED
77.	KIM HACKER	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 03/01/09 – 12/31/09)	03/05/09 – NOT RECORDED
78.	KELLY MARTIN	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 03/01/09 – 12/31/09)	03/03/09 – NOT RECORDED
79.	JASON WHITE	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – FLAG FOOTBALL 01/01/09 – 12/31/09)	02/04/09 – NOT RECORDED
80.	DANIEL LEWIS	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – FLAG FOOTBALL)	02/09/09 – NOT RECORDED
81.	CONNIE SCHAFFER	PROFESSIONAL SERVICES AGREEMENT (TUMBLING INSTRUCTOR 03/01/09 – 12/31/09)	02/28/09 – NOT RECORDED
82.	DEIDRA PLAIR	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 01/01/09 – 12/31/09)	01/03/09 – NOT RECORDED
83.	ERIC BROOMAN	PROFESSIONAL SERVICES AGREEMENT (SCULPTURE/POTTERY 01/01/09 – 12/31/09)	01/06/09 – NOT RECORDED
121.	CHARLES BREWER	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 – 12/31/09)	02/25/09 – NOT RECORDED
122.	MIKE BOSCHERT	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 – 12/31/09)	02/25/09 – NOT RECORDED
123.	JOE O'COIN	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 – 12/31/09)	03/08/09 – NOT RECORDED
124.	MICHAEL BLOSS	PROFESSIONAL SERVICES AGREEMENT	03/05/09 – NOT RECORDED

BOOK 39 – 2009 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
	(ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	
125. STEVE BRUEMMER	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
126. TIM ARICO	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
127. DALE KIMION	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
128. VINCENT MUGHETTO	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/24/09 – NOT RECORDED
129. KEVIN MCKENZIE	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
130. DAVID E. MOEHLENKAMLP	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
131. JOHN WELDON	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
132. TONY FARRELL	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
133. RICHARD KRYSALKA	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
134. ART MERCER	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
135. CHANCE M. KOWAL	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
136. BRANDON J. BEATTY	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
137. KEN SCHNEIDER	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
138. JOHN W. GANTNER	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
139. DENNIS J. PALAZZOLO	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
140. DENNIS M. SAMPSON	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
141. MARK THOMAS	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
142. WILLIAM G. SANDERS	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
143. RICHARD A. BOWLER, JR.	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED

## BOOK 39 – 2009 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
144. RICHARD WEISSFLOG	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
145. CHRISTINE TAVARES	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 06/01/09 – 12/31/09)	03/31/09 – NOT RECORDED
146. SARAH ALVAREZ	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 06/01/09 – 12/31/09)	03/31/09 - NOT RECORDED
147. BRIAN M. RANDANT	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	04/08/09 – NOT RECORDED
148. PAUL J. BOSCHERT, JR.	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL 04/01/09 – 12/31/09)	03/08/09 – NOT RECORDED
149. CHUCK UPDEGRAFT	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 04/01/09 – 12/31/09)	03/08/09 – NOT RECORDED
150. JOANN BOEMKER	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
151. RONALD CHAMMBLY	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
152. ROBERT M. BILLIE	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
153. RON SANFORD	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/06/09 – NOT RECORDED
154. WILLIAM A. SANFORD	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
155. MICHAEL HAMANN	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
156. ROBERT PELLEY	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
157. ELLEN J. PARKER	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
158. RICK FERGUSON	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/11/09 – NOT RECORDED
159. TIM BRADLEY	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/03/09 – NOT RECORDED
160. DONALD BAKER, JR.	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
161. DON HOWARD	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
162. DAVID J. WIECHENS	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
163. MIKE FRANKLIN	PROFESSIONAL SERVICES AGREEMENT	03/08/09 – NOT RECORDED

BOOK 39 – 2009 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
	(ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	
164. JOHN H. GENENBACHER, III	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
165. WILLIAM FLOTT	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
166. GEORGE HAWKES, III	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
167. TIMOTHY S. O'SHAUGHNESSY	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	03/08/09 – NOT RECORDED
168. MICHAEL G. DALPINI	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 - 12/31/09)	02/25/09 – NOT RECORDED
169. AMY GRAVEMANN	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 06/01/09 – 12/31/09)	03/31/09 – NOT RECORDED
170. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 06/01/09 – 12/31/09)	03/31/09 – NOT RECORDED
171. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT ART THERAPY INSTRUCTOR 07/09/09 – 12/31/09	04/27/09 – NOT RECORDED
172. TRACI HIGGS	PROFESSIONAL SERVICES AGREEMENT ART THERAPY INSTRUCTOR 07/07/09 – 12/31/09	04/27/09 – NOT RECORDED
173. SILVIA BARTAGALLO-YOUNG	PROFESSIONAL SERVICES AGREEMENT DANCE CAMP INSTRUCTOR 07/20/09 – 12/31/09	04/27/09 – NOT RECORDED
234. FRANKE C. AUTRY	PROFESSIONAL SERVICES AGREEMENT ADULT SOFTBALL UMPIRE – 01/01/09 – 12/31/09	02/25/09 – NOT RECORDED
235. JANELLE SCHNULLE	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 05/01/09 – 12/31/09	05/21/09 – NOT RECORDED
236. DAVID STIEBEL	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 06/01/09 – 12/31/09	03/31/09 – NOT RECORDED
237. HEATHER BAUER	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 06/01/09 – 12/31/09	03/31/09 – NOT RECORDED
238. JESSICA BROSSMER-SENGER	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 07/01/09 – 01/01/10	06/03/09 – NOT RECORDED
239. KEVIN BOHNERT	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 07/01/09 – 07/01/10	06/04/09 – NOT RECORDED
240. JUSTIN BUSH	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 07/01/09 – 01/01/10	06/04/09 – NOT RECORDED
241. JEFF MATHENY	PROFESSIONAL SERVICES AGREEMENT ADULT SOFTBALL UMPIRE 01/01/09 – 12/31/09	06/04/09 – NOT RECORDED
242. AARON RANDOLPH	PROFESSIONAL SERVICES AGREEMENT FITNESS INSTRUCTOR 07/01/09 – 07/01/10	06/04/09 – NOT RECORDED

BOOK 39 – 2009 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
261. BRITA WEIGHT	PROFESSIONAL SERVICES AGREEMENT (INCLUSIVE RECREATION 07/01/09 – 06/30/10)	07/01/09 – NOT RECORDED
278. GARY A. SPEAR	PROFESSIONAL SERVICES AGREEMENT ADULT SOFTBALL UMPIRE 01/01/09 – 12/31/09	04/28/09 – NOT RECORDED
279. BOB MCPHERSON	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 07/13/09 – 12/31/09	03/31/09 – NOT RECORDED
280. CHRISTINE TAVARES	PROFESSIONAL SERVICES AGREEMENT CLAY INSTRUCTOR 09/16/09 – 12/31/09	07/10/09 – NOT RECORDED
281. TRAVIS MAHLER	PROFESSIONAL SERVICES AGREEMENT ADULT SOFTBALL UMPIRE 01/01/09 – 12/31/09	05/15/09 – NOT RECORDED
282. NICK EIFERT	PROFESSIONAL SERVICES AGREEMENT ADULT SOFTBALL UMPIRE 01/01/09 – 12/31/09	05/27/09 – NOT RECORDED
283. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT HAND CHIME INSTRUCTOR 09/17/09 – 12/31/09	07/10/09 – NOT RECORDED
284. SILVIA BARBAGALLO-YOUNG	PROFESSIONAL SERVICES AGREEMENT DANCE INSTRUCTOR – 07/20/09 – 07/24/09	07/10/09 – NOT RECORDED
285. SILVIA BARBAGALLO-YOUNG	PROFESSIONAL SERVICES AGREEMENT ITALIAN INSTRUCTOR 09/15/09 – 11/03/09	07/10/09 – NOT RECORDED
286. SILVIA BARBAGALLO-YOUNG	PROFESSIONAL SERVICES AGREEMENT STAGE SKILLS INSTRUCTOR 09/14/09 – 11/09/09	07/10/09 – NOT RECORDED
311. WILLIAM MATHEWS	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE 01/01/09 – 12/31/09)	07/03/09 – NOT RECORDED
312. RICHARD GREENFIELD	PROFESSIONAL SERVICES AGREEMENT (ADULT SOFTBALL UMPIRE – 01/01/09 – 12/31/09)	07/06/09 – NOT RECORDED
313. LYNN PRATT	PROFESSIONAL SERVICES AGREEMENT (SELF DEFENSE INSTRUCTOR 09/01/09 – 12/31/09)	08/07/09 – NOT RECORDED
314. REAGAN WILLIAMS	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 08/01/09 – 12/31/09)	08/06/09 – NOT RECORDED
315. JENNIFER CORNELL	PROFESSIONAL SERVICES AGREEMENT (FITNESS INSTRUCTOR 07/01/09 – 12/31/09)	07/28/09 – NOT RECORDED
338. LYNN H. WORKING	PROFESSIONAL SERVICES AGREEMENT STAGE SKILLS CLASS 09/14/09 – 12/31/09	08/14/09 – NOT RECORDED
445. ANDY W. STROUP	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE DANCING LESSONS)	10/03/09 – NOT RECORDED
446. JIM HUBBMAN	PROFESSIONAL SERVICES AGREEMENT (PRINTMAKING INSTRUCTOR 01/10 – 12/10)	10/19/09 – NOT RECORDED
447. BOB MCPHERSON	PROFESSIONAL SERVICES AGREEMENT CLASSICAL FENCING 02/09 – 02/10	02/28/09 – NOT RECORDED

BOOK 39 – 2009 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
448. SHARON L. GANTNER	PROFESSIONAL SERVICES AGREEMENT ADULT SOFTBALL UMPIRE 01/09 – 12/09)	09/10/09 – NOT RECORDED

BOOK 40 – 2010 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
<b><u>2010 LEGAL DOCUMENTS</u></b>		
68. TRAVIS CHUBB-DURHAM	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 04/01/10 – 12/31/10	02/24/10 – NOT RECORDED
69. KEVIN MCKENZIE	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
70. WILL WEISSKLOG	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/23/10 – NOT RECORDED
71. ADAM W. HILL	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
72. WILLIAM. A. SANFORD	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
73. MICHAEL HAMANN	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
74. MIKE BOSCHERT	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
75. JOHN GENENBACHER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
76. CRAIG PAULY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
77. ROBERT BERTHOLD	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
78. STEVEN A. EDGECOMB	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
79. ELLEN PARKER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
80. VINCENT M. MUGHETTO	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 0-NOT RECORDED
81. JOHN W. GANTNER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
82. STEVE BRUEMMER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
83. KEN STRUCKHOFF	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
84. JOE O'COIN	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/01/10 – NOT RECORDED

BOOK 40 – 2010 LEGAL DOCUMENTS

	NAME	TITLE	SIGNED/RECORDED
85.	JACOB SKELTON	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 - NOT RECORDED
86.	ROBERT M. BILLIE	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/29/10 – NOT RECORDED
87.	DENNIS M. SAMPSON	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
88.	RICHARD A. BOWLER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
89.	KEN SCHNEIDER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
90.	MIKE FRANKLIN	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
91.	MICHAEL C. DALPINI	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
92.	ROBERT PELLEY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
93.	GEORGE HAWKES, III	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
94.	BRIAN M. RANDANT	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
95.	BRANDON T. BRATTY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
96.	FRANKE C. AUTRY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
97.	TONY FAARRELL	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
98.	JOANN BAEMKER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
99.	WILLIAM G. SANDERS	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
100.	MARK A. THOMAS	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
101.	DONALD J. BAKER, JR.	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
102.	DAVID E. MOEHLENKAMP	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
103.	IAN CASTLE	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
104.	JOHN WELDON	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED

## BOOK 40 – 2010 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
105. MICHAEL J. HOLDER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
106. ARTHUR MERCER, JR.	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	02/24/10 – NOT RECORDED
107. PAUL J. BOSCHERT, JR.	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 4/01/10 - 12/31/10	03/07/10 – NOT RECORDED
108. LYNN WORKING	PROFESSIONAL SERVICES AGREEMENT THEATER INSTRUCTOR 01/01/10 – 12/31/10	02/23/10 – NOT RECORDED
109. JASON WHITE	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – FLAG FOOTBALL 02/01/10 – 12/31/10	02/28/10 – NOT RECORDED
110. DANIEL LEWIS	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – FLAG FOOTBALL 02/01/10 – 12/31/10	02/28/10 – NOT RECORDED
111. LYNN PRATT	PROFESSIONAL SERVICES AGREEMENT CHOI KWANG DOE 01/01/10 – 12/31/10	01/18/10 – NOT RECORDED
127. DALE R. KINION	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – SOFTBALL)	02/24/10 – NOT RECORDED
182. DEBORAH WELTMAN	PROFESSIONAL SERVICES AGREEMENT (ART INSTRUCTOR – 8/25/10 – 12/31/10)	04/15/10 – NOT RECORDED
221. JAMES MASSEBERE	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	03/07/10 – NOT RECORDED
222. JOSHUA D. KNOPFEL	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	02/24/10 – NOT RECORDED
223. BRIAN SCHULTEHENRICK	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	02/24/10 – NOT RECORDED
224. DANIEL HULME	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	04/07/10 – NOT RECORDED
225. CHUCK UPDEGRAFT	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	03/07/10 – NOT RECORDED
226. GINA MC ANDREW	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR – 6/10 – 8/13/10	05/06/10 – NOT RECORDED
227. CHRISTINE TAVARES	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR – 6/10 – 8/13/10	05/06/10 – NOT RECORDED
228. AMY GRAVEMANN	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR – 6/10 – 8/13/10	04/19/10 – NOT RECORDED
229. BOB MC PHERSON	PROFESSIONAL SERVICES AGREEMENT FENCING CAMP INSTRUCTOR – 7/10 – 8/13/10	04/19/10 – NOT RECORDED
230. LINDSAY ANDREAS	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 6/10 – 8/13/10	05/06/10 – NOT RECORDED

BOOK 40 – 2010 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
231. BRIAN EDGAR	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 6/10 – 8/13/10	05/06/10 – NOT RECORDED
232. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 6/10 – 8/13/10	04/19/10 – NOT RECORDED
233. LOUELLA TURNER	PROFESSIONAL SERVICES AGREEMENT WRITING INSTRUCTOR – 6/10 – 12/31/10	04/23/10 – NOT RECORDED
234. CLAUDIA MARISA VALLE	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 6/10 – 8/13/10	05/06/10 – NOT RECORDED
235. FITCZYK LLC	PROFESSIONAL SERVICES AGREEMENT BOOTCAMP INSTRUCTOR 6/10 – 12/31/10	NOT RECORDED
236. PHYSICA, LLC	PROFESSIONAL SERVICES AGREEMENT BOOTCAMP INSTRUCTOR 6/10 – 12/31/10	NOT RECORDED
250. BRITA WEIGHT	PROFESSIONAL SERVICES AGREEMENT (INCLUSIVE RECREATION 07/01/10 – 06/30/11)	06/08/10 – NOT RECORDED
288. DAVID STIEBEL	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 06/01/10 – 08/13/10)	04/19/10 – NOT RECORDED
312. SHARON E. WEBERT	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL 4/10 – 12/10)	06/01/10 – NOT RECORDED
313. KEN STRUCKOFF	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL 4/10 – 12/10)	06/29/10 – NOT RECORDED
314. JUDITH M. GANTNER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL 4/10 – 12/10)	06/01/10 – NOT RECORDED
315. CHANCE KOWAL	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL 4/10 – 12/10)	05/06/10 – NOT RECORDED
400. D. J. PALAZZOLO	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL SOFTBALL 04/10 – 12/10	02/24/10 – NOT RECORDED
401. TRAVIS MAHLER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	06/06/10 – NOT RECORDED
402. SUSAN LYON	PROFESSIONAL SERVICES AGREEMENT FRENCH INSTRUCTOR – ST PETERS COMMUNITY & ARTS CENTER	07/07/10 – NOT RECORDED
432. GINA MCANDREW	PROFESSIONAL SERVICES AGREEMENT (TEACHING ART IN THE HOME 09/23/10 – 11/18/10)	08/23/10 – NOT RECORDED
433. KATHLEEN GOODLIFE	PROFESSIONAL SERVICES AGREEMENT	08/26/10 – NOT RECORDED
434. JOANN TURNQUIST	PROFESSIONAL SERVICES AGREEMENT (TOLE PAINTING – 09/18/10 – 11/13/10)	08/23/10 – NOT RECORDED

BOOK 40 – 2010 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
460. JULIE KAYE SHELTON	PROFESSIONAL SERVICES AGREEMENT (ART FOR YOUTH 1/19/11 – 5/25/11)	09/21/10 – NOT RECORDED
557. LYNN WORKING	PROFESSIONAL SERVICES AGREEMENT (THEATER INSTRUCTOR 1/24/11 – 3/14/11)	11/24/10 – NOT RECORDED
558. DAWN NEMANICK	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR 10/01/10 – 09/30/11)	10/11/10 – NOT RECORDED
559. JOHN W. JACKSON, JR.	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR 10/01/10 – 09/30/11)	10/10/10 – NOT RECORDED
560. LAUREN MELCHIOR	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR 10/01/10 – 09/30/11)	10/10/10 – NOT RECORDED
561. DENA DERICKSON	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR 10/01/10 – 09/30/11)	10/09/10 – NOT RECORDED
562. KELLEY DECOSTY	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR 10/01/10 – 09/30/11)	10/10/11 – NOT RECORDED



City of St. Peters - Records Management  
**RECORDS DESTRUCTION FORM**

Page 1 of 9

Department Name: <b>SSS/Administration</b>		Total # of Boxes:
Department Records Coordinator: <b>Chris Cattoor</b>		
Date: <b>06/06/16</b>	Office Address: <b>One St. Peters Centre, St. Peters, MO 63376</b>	Telephone: <b>636-477-6600</b>

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

Department Records Coordinator: <i>Chris Cattoor</i>	Date: <i>6/6/16</i>	Date of Records Destruction: <i>6/8/16</i>
Group Manager: <i>J. Wilkinson</i>	Date: <i>6/6/16</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Patricia E. Smith</i>	Date: <i>6/7/16</i>

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

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
N/A	GS-060	From the 2011 Legal Documents - all Professional Services Agreements for the Recplex. (May Include Recplex Use Agreements for Ice Arenas)	2011	3 years after expiration of agreements	P
N/A	GS-060	From the 2012 Legal Documents - all Professional Services Agreements for the Recplex. (May Include Recplex Use Agreements for Ice Arenas)	2012	3 years after expiration of agreements	P

## BOOK 41 – 2011 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
<b><u>2011 LEGAL DOCUMENTS - REMOVED</u></b>		
7. ANDY E. STROUP	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE DANCING LESSONS 8/22/10 – 8-22/11)	01/03/11 – NOT RECORDED
66. KEN CHADWICK	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – FLAG FOOTBALL 02/01/11 – 12/31/11)	02/16/11 – NOT RECORDED
67. ROBERT MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (FENCING INSTRUCTOR – 1/3/11 – 12/31/11)	01/03/11 – NOT RECORDED
68. T. J. LAUCK	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – FLAG FOOTBALL 02/01/11 – 12/31/11)	02/18/11 – NOT RECORDED
69. DANIEL LEWIS	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – FLAG FOOTBALL 02/01/11 – 12/31/11) RENEWAL	01/10/11 – NOT RECORDED
93. PAUL J. BOSCHERT, JR.	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
94. CRAIG PAULY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
95. MIKE FRANKLIN	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
96. JOHN WELDON	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
97. FRANKE C. AUTRY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
98. BRANDON J. BEATTY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
99. KEN STRUCKHOFF	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
100. JOHN W. GANTNER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
101. TONY FARRELL	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
102. RICHARD WEISSFLOG	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
103. ROBERT D. PELLEY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
104. MICHAEL G. DALPINI	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED

## BOOK 41 – 2011 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
105. ROSEMARY SCHOMBER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
106. BEN SCHNEIDER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
107. ART MERCER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
108. REVELL B. SHERMAN, JR.	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
109. WILLIAM G. SANDERS	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
110. MATT SAPUTO	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/23/11 – NOT RECORDED
111. KEVIN MCKENZIE	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
112. PHIL KENDALL	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
113. JOE OCOIN	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
114. ADAM HILL	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
115. DONALD J. BAKER, JR.	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
116. DAVID J. WIESCHENS	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
117. VINCENT M. MUSHETTO	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
118. RICK FERGUSON	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/03/11 – NOT RECORDED
119. GARY A. SPEAR	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	04/04/11 – NOT RECORDED
120. RICH BOWLER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/17/11 – NOT RECORDED
121. CHARLES BREWER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
122. MICHAEL HAMANN	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	02/25/11 – NOT RECORDED
123. JOSHUA D. KNAPFEL	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
124. CHUCK UPDEGAFF	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED

BOOK 41 – 2011 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
125. ELLEN J. PARKER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
126. GEORGE HAWKES, III	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
127. BRIAN R. SCHULTEHENRICH	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL	03/13/11 – NOT RECORDED
169. SHERI K. HOGAN	PROFESSIONAL SERVICES AGREEMENT ACTING CAMP INSTRUCTOR 07/11/11 – 07/15/11	04/19/11 – NOT RECORDED
170. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 06/06/11 – 08/12/11	04/19/11 – NOT RECORDED
171. CYNTHIA ELZEY	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 06/06/11 – 08/12/11	04/21/11 – NOT RECORDED
172. AMY RINEARSON	PROFESSIONAL SERVICES AGREEMENT ART CAMP INSTRUCTOR 06/06/11 – 08/12/11	04/19/11 – NOT RECORDED
173. DALE KINIM	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	02/23/11 – NOT RECORDED
174. DENNIS SAMPSON	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	02/23/11 – NOT RECORDED
175. ARTHUR HOWARD	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	02/23/11 – NOT RECORDED
176. DAVID MOEHLENKAMP	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	02/23/11 – NOT RECORDED
177. MARK A. THOMAS	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL	03/13/11 – NOT RECORDED
199. DENNIS J. PALAZZOLO	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – SOFTBALL 03/11 – 12/31/11)	02/23/11 – NOT RECORDED
200. ERIC HIBBELER	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 6/11 – 8/12/11)	05/17/11 – NOT RECORDED
201. CHRISTINE KIERATH	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 06/11 – 8/12/11)	04/21/11 – NOT RECORDED
202. DAVID STIEBEL	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR – 6/6/11 – 8/12/11)	04/19/11 – NOT RECORDED
203. ROBERT M. BILLIE	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – SOFTBALL 3/01/11 – 12/31/11)	02/23/11 – NOT RECORDED
204. BRITA WEIGHT	PROFESSIONAL SERVICES AGREEMENT (COORDINATOR OF INCLUSIVE RECREATION 07/01/11 – 6/30/12)	06/24/11 – NOT RECORDED
226. JOHN GENGENBACHER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL SOFTBALL 3/11 – 12/11	03/13/11 – NOT RECORDED

## BOOK 41 – 2011 LEGAL DOCUMENTS

NAME	TITLE	SIGNED/RECORDED
227. TERESA M. WATKINS	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL – SOFTBALL 3/11 – 12/11	05/13/11 – NOT RECORDED
228. TIM BEDLY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 3/11 – 12/11	03/13/11 – NOT RECORDED
229. WILLIAM A. SANFORD	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 3/11 – 12/11	02/23/11 – NOT RECORDED
230. ROBERT BERTHOLD	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 3/11 – 12/11	05/07/11 – NOT RECORDED
305. ST. LOUIS BANDITS HOCKEY CLUB	REC-PLEX USE AGREEMENT	08/20/11 – NOT RECORDED
331. ROBERT MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (FENCING CAMP INSTRUCTOR 7/25/11 – 08/12/11)	07/29/11 – NOT RECORDED
332. CONNIE SCHAFER	PROFESSIONAL SERVICES AGREEMENT (TUMBLING INSTRUCTOR 07/01/11 – 07/31/11)	08/11/11 – NOT RECORDED
333. REAL FITNESS, LLC	PROFESSIONAL SERVICES AGREEMENT (REAL FITNESS BOOTCAMP 07/01/11 – 07/01/12)	08/16/11 – NOT RECORDED
409. STATE WARS HOCKEY, INC.	USE AGREEMENT (USE OF REC-PLEX)	11/04/11 – NOT RECORDED
415. DREW NELSON	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - VOLLEYBALL	10/21/11 – NOT RECORDED
416. KRISTEN YEAGER	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - VOLLEYBALL	09/15/11 – NOT RECORDED
417. ROBERT EASLEY	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - VOLLEYBALL	11/06/11 – NOT RECORDED
418. DENA DERICKSON	PROFESSIONAL SERVICES AGREEMENT PITCHING INSTRUCTOR RENEWAL	10/18/11 – NOT RECORDED
419. LAUREN MELCHIOR	PROFESSIONAL SERVICES AGREEMENT PITCHING INSTRUCTOR RENEWAL	10/17/11 – NOT RECORDED
420. JOHN W. JACKSON, JR.	PROFESSIONAL SERVICES AGREEMENT PITCHING INSTRUCTOR RENEWAL	10/17/11 – NOT RECORDED
469. ROBERT MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (FENCING INSTRUCTOR – 1/9/12 – 12/31/12)	12/27/11 – NOT RECORDED
470. SHERI KAY HOGAN	PROFESSIONAL SERVICES AGREEMENT (DRAMA INSTRUCTOR – 01/09/12 – 5/7/12)	12/01/11 – NOT RECORDED
471. LYNN WORKING	PROFESSIONAL SERVICES AGREEMENT (THEATRE INSTRUCTOR – 1/9/12 – 3/5/12)	12/16/11 – NOT RECORDED
492. ANDY E. STROUP	PROFESSIONAL SERVICES AGREEMENT (PRIVATE ICE DANCING LESSONS – 8/11 – 8/12)	11/03/11 – NOT RECORDED

**2012 LEGAL DOCUMENTS - REMOVED**

26. GREG PINGEL	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – VOLLEYBALL 1/01/12 – 9/30/12)	01/18/12 – NOT RECORDED
38. KELLY DELOSTY	PROFESSIONAL SERVICES AGREEMENT (PITCHING INSTRUCTOR 10/11 – 09/12)	02/06/12 – NOT RECORDED
39. JASON WHITE	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – FLAG FOOTBALL)	02/12/12 – NOT RECORDED
40. DONALD DREYER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL)	02/17/12 – NOT RECORDED
41. DANIEL LEWIS	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - FLAG FOOTBALL)	02/12/12 – NOT RECORDED
42. JOHN VARNER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - FLAG FOOTBALL)	01/27/12 – NOT RECORDED
109. ROBERT MCPHERSON	PROFESSIONAL SERVICES AGREEMENT (FENCING CAMP INSTRUCTOR 07/12 – 08/12)	03/26/12 – NOT RECORDED
110. SHERI KAY HOGAN	PROFESSIONAL SERVICES AGREEMENT (THEATER CAMP INSTRUCTOR 07/09/122 – 07/20/12)	03/26/12 – NOT RECORDED
111. CYNTHIA ELZEY	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 06/04/12 – 08/10/12)	03/26/12 – NOT RECORDED
112. TRISHA BRAY	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 6/4/12 – 8/10/12)	03/26/12 – NOT RECORDED
113. DION ALLISON	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 6/25/12 – 8/10/12)	03/26/12 – NOT RECORDED
114. MIKE BOSCHERT	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL)	04/23/12 – NOT RECORDED
115. BRIAN SCHULTCHENRICH	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/17/12 – NOT RECORDED
116. BART LEWIS	PROFESSIONAL SERVICES AGREEMENT ((ADULT SPORTS OFFICIAL - FLAG FOOTBALL)	02/29/12 – NOT RECORDED
117. MICHAEL HAMAND	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED

## BOOK 42 – 2012 LEGAL DOCUMENTS

NAME	TITLE	SIGNED-RECORDED
118. WILLIAM A SANFORD	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
119. GARY A. SPEAR	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/08/12 – NOT RECORDED
120. RICHARD A. BONDER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
121. KEN STRUCKHOFF	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
122. CHARLES BROWER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
123. DALE KINIAN	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
124. TIM BRADLEY	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
125. ROBERT M. BILLIB	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
126. CHUCK UPDEGRAFT	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
127. VINCENT M. MUGHETTE	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
128. TONY FARRELL	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
129. RICK FERGUSON	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL – SOFTBALL )	03/18/12 – NOT RECORDED
130. ELLEN J. PARKER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
131. DAVID J. WIECHENS	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
132. RON SANFORD	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
133. MARK THOMAS	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
134. BRIAN M. BANDANT	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED

## BOOK 42 – 2012 LEGAL DOCUMENTS

NAME	TITLE	SIGNED-RECORDED
135. JOHN WELDON	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/28/12 – NOT RECORDED
136. WILLIAM SANDERS	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
137. GEORGE HAWKES	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
138. MICHAEL KEEN	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
139. ROBERT R. BERTHOLD	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	03/18/12 – NOT RECORDED
140. JASON CAIMI	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
141. DON BAKER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
142. DAVID MCKAY	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
143. JOHN W. GANTNER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/12/12 – NOT RECORDED
144. ART MERCER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
145. DENNIS J. PALAZZOLO	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
146. MICHAEL G. DALPINI	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
147. RICK WEISSFLOG	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/17/12 – NOT RECORDED
148. DENNIS SAMPSON	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
149. MIKE FRANKLIN	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
150. FRANKE C. AUTRY	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
151. BRANDON J. BEATTY	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED

## BOOK 42 – 2012 LEGAL DOCUMENTS

NAME	TITLE	SIGNED-RECORDED
152. KEN SCHNEIDER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
153. ROSEMARY SCHOEMAKER	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
154. PAUL J. BOSCHERT, JR	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL )	02/16/12 – NOT RECORDED
158. JOE O'COIN	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL)	02/16/12 – NOT RECORDED
159. PELLET	PROFESSIONAL SERVICES AGREEMENT (ADULT SPORTS OFFICIAL - SOFTBALL)	02/16/12 – NOT RECORDED
169. DAVID STIEBEL	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 06/04/12 – 08/03/12)	03/26/12 – NOT RECORDED
170. DIANE LOVE	PROFESSIONAL SERVICES AGREEMENT (ART CAMP INSTRUCTOR 6/4/12 – 7/27/12)	04/03/12 – NOT RECORDED
207. STEVEN E. WILMES	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 03/01/12 – 02/28/13	05/24/12 – NOT RECORDED
208. ROBERT A . SKEBO	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 03/01/12 – 02/28/13	03/18/12 – NOT RECORDED
209. CHESTER FRANKLIN	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 03/01/12 – 02/28/13	05/09/12 – NOT RECORDED
210. DAVID MOEHLENKAMP	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 03/01/12 – 02/28/13	02/16/12 – NOT RECORDED
211. DAVID G. REID	PROFESSIONAL SERVICES AGREEMENT ADULT SPORTS OFFICIAL - SOFTBALL 03/01/12 – 02/28/13	02/18/12 – NOT RECORDED
420. LYNN WORKING	PROFESSIONAL SERVICES AGREEMENT (THEATRE INSTRUCTOR 1/7/13 – 3/11/13)	12/21/12 – NOT RECORDED



City of St. Peters - Records Management  
**RECORDS DESTRUCTION FORM**

Page 1 of 2

Department Name: <b>Parks &amp; Recreation Services - Cultural Arts Centre</b>		Total # of Boxes: <b>4</b>
Department Records Coordinator: <b>Shane Kelly</b>		
Date: <b>05/18/16</b>	Office Address: <b>1 St. Peters Centre Blvd.</b>	Telephone: <b>636-477-6600</b>

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

Department Records Coordinator: <i>Shane Kelly</i>	Date: <b>5-19-16</b>	Date of Records Destruction: <b>June 2 - June 10, 2016</b>
Group Manager: <i>[Signature]</i>	Date: <b>5-20-16</b>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Patsy Sweet</i>	Date: <b>5/23/16</b>

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

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
1	1401 1405	2001-2003, 2007 Facility Use Permits; 2003, 2007 Key Sign-out Sheets; 2002, 2003, 2007, 2008 Program Registration; 2007, 2008 Liquor Licenses; 2007 Art Shows; 2007 Art Gallery Agreements;	2001-2008	5 years	P
2	1401 1405	2005 & 2008 Facility Use Permits; 2008 Ticket Sales; 2005, 2007 & 2008 Program Registration; 2005 & 2008 Art Gallery Rental Agreements; 2008 Art Membership;	2005, 2007, 2008	5 years	P





City of St. Peters - Records Management  
**RECORDS DESTRUCTION FORM**

Page 1 of 1

Department Name: <b>Human Resources</b>		Total # of Boxes: <b>1</b>
Department Records Coordinator: <b>Amy Heckart</b>		
Date: <b>06/01/16</b>	Office Address: <b>One St. Peters Center Blvd, St. Peters, MO 63376</b>	Telephone: <b>636.477.6600</b>

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

Department Records Coordinator: <i>Amy Heckart</i>	Date: <i>6/13/16</i>	Date of Records Destruction: <i>6/11/16</i>
Group Manager: <i>Tom Wilkins</i>	Date: <i>6/13/16</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

**Request for Department Destruction**

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>B. Brock</i>	Date: <i>6/14/16</i>

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

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
Box #1	GS 064	Employee Training Records: Emails, Work Authorizations, Sign In Sheets, Trainings include: Snow and Ice Control Meeting, Supervisor, Preventing Harassment, Drug Free Workplace, Preventing Violence, Self Defense	June 2001-May 2013	3 Years	P
Box #1	GS 041	Volunteer Records: Inactive Volunteers, Inactive Youth Baseball Coaches (Volunteer), Incomplete Applications, Court Ordered Community Service Applications, Interns, CERT	November 2004-May 2013	3 Years after separation	P