



AGENDA

FOR THE

REGULAR BOARD OF ALDERMEN MEETING

OF

MONDAY, DECEMBER 7, 2015

AT THE

MANCHESTER POLICE FACILITY
200 HIGHLANDS BOULEVARD DRIVE



REGULAR MEETING OF THE BOARD OF ALDERMEN

NEXT BILL: 15-2247
NEXT ORD: 15-2128
NEXT RES: 15-0544

DATE: MONDAY, DECEMBER 7, 2015 – 7:00 p.m.

MEETING TO BE HELD AT THE POLICE FACILITY
200 HIGHLANDS BOULEVARD DRIVE

PUBLIC HEARING NOTICE: Discussion of Manchester
Highlands Redevelopment
Area – five year update

AGENDA

PAGE NO.

1. Call to Order:
 - a. Pledge of Allegiance to the Flag
 - b. Invocation
2. Roll Call and Statement of Quorum
3. Approval of the Minutes:
 - a. Minutes of the Monday, November 16, 2015 Regular Board of Aldermen meeting 1 - 8
4. Establishment of Order of Items on the Agenda
5. Consideration of Petitions and Comments from the Public
 - a. Comments from the Public
6. Reports from the Mayor
 - a. Mayoral Report

7. Reports from the City Administrator
 - a. List of Paid Bills (Warrant dates of November 15 – December 5, 2015) 9 - 41
8. Reports from Committees
 - a. Planning and Zoning Commission
 - b. Manchester Arts
9. Action on Old Bills
 - a. Bill # 15-2244 - an Ordinance approving the 2016 budget - Alderman Clement 42
 - b. Bill # 15-2245 - an Ordinance amending certain provisions relating to the City's sewer lateral program – Alderman Ottenad 43 - 47
 - c. Bill # 15-2246 - an Ordinance approving STP Agreement with MoDOT for the Spring Meadows Bridge Replacement – Alderman Baumann 48 - 69
10. Introduction of New Bills
 - a. Resolution approving Local Public Agency Right-of-Way Negotiators Service Agreement – Alderman Diehl 70 - 80
 - b. Resolution approving contract with Davey Tree – Alderman Diehl 81 - 98
 - c. Bill approving adjustment to 2015 budget – Alderman Stevens 99
 - d. Bill calling for an election concerning local sales tax on titling of motor vehicles, etc. – Alderman Hamill 100 - 101
 - e. Bill calling for an election concerning imposing a local sales tax on purchases out-of-state over \$2,000 – Alderman Hamill 102 - 103
11. Miscellaneous
 - a. Comments from the Public
12. Adjournment

Note: Due to ongoing City business, all meeting agendas should be considered tentative.
 If you are a person with a disability or have special needs in order to participate in this public meeting, please contact City Administrator Andy Hixson no later than 72 hours before the meeting. For more information, call: 636-227-1385 VOICE 1-800-735-2966 TDD 1-800-735-2466 RELAY MISSOURI

**BOARD OF ALDERMEN OF
THE CITY OF MANCHESTER, MISSOURI**

NOTICE OF PUBLIC HEARING

The City of Manchester, Missouri, will hold a public hearing at 7:00 p.m. on December 7, 2015, at the Manchester Police Facility, 200 Highlands Boulevard, in Manchester, Missouri. This hearing is being held pursuant to the requirements of Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, to discuss the redevelopment project for the area known as the "Highway 141/Manchester Road Redevelopment Area" in the City of Manchester, Missouri to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such project.

The hearing is open to the public. The public is invited to submit written comments to the City prior to the date of the hearing at the address listed below. All interested persons will be given an opportunity to be heard at the public hearing.

Date: November 9, 2015.

City of Manchester, Missouri
c/o City Clerk
City of Manchester
14318 Manchester Road
Manchester, Missouri 63011



**MINUTES OF THE REGULAR BOARD OF ALDERMEN MEETING
OF MONDAY, NOVEMBER 16, 2015
AT 200 HIGHLANDS BOULEVARD DRIVE**

1. CALL TO ORDER

Mayor David L. Willson called the Regular Board of Aldermen meeting to order at 7:00 p.m.

2. ROLL CALL AND STATEMENT OF QUORUM

Roll call showed those present were Alderman Clement, Alderman Stevens, Alderman Hamill, Alderman Ottenad, Alderman Baumann, Alderman Diehl, Mayor Willson and Attorney Gunn. A quorum was present.

3. APPROVAL OF THE MINUTES

a. Minutes of the Regular Board of Aldermen meeting of November 2, 2015

Alderman Clement made the motion to approve the Minutes of the Regular Board of Aldermen meeting of November 2, 2015. The motion was seconded by Alderman Ottenad and carried unanimously, without objection.

4. ESTABLISHMENT OF ORDER OF ITEMS ON THE AGENDA

Alderman Clement advised there would be a new item 10 (g). Alderman Diehl advised that 9 (a) would be deferred.

Alderman Hamill made the motion to approve the Order of Items on the Agenda as amended. The motion was seconded by Alderman Clement and carried unanimously, without objection.

5. CONSIDERATION OF PETITIONS AND COMMENTS FROM THE PUBLIC

a. Presentation from Mike Busch – MO APWA Chapter

Mr. Mike Busch, representing the Missouri Chapter of the American Public Works

Association stated last Monday, November 9 during the fall conference in Columbia Missouri the Missouri chapter of the APA held their annual award luncheon to recognize excellence in the field of Public Works. He announced that Bob Ruck, the Manchester Public Works Director, received the award of "Public Works Professional of the Year" for the Public Sector. This award seeks to inspire excellence and dedication in public service by recognizing the outstanding career service achievements of individual public works professionals as officials from the Public Sector.

In addition, Mayor Willson presented Director Ruck with a Proclamation in recognition of his service and this award.

b. Announcement of Outstanding Financial Accounting Award

Mayor Willson stated that the Government Finance Officers Association awarded Director of Finance Dave Tuberty a certificate of achievement for excellence in financial reporting presented to the City of Manchester for its "Comprehensive Annual Financial Report" for the fiscal year ended December 31, 2014.

In addition, Mayor Willson presented Director Tuberty with a Proclamation in recognition of his service and this award.

c. Presentation of Proposed 2016 Budget

Director of Finance Dave Tuberty gave a presentation of the proposed budget for fiscal year 2016. The projected revenues for all funds combined are \$19.7 million. The total projected expenditures combined are \$20.8 million with an excess of expenditures over revenues at \$1.07 million. The General Fund Revenue is \$9,144,700 with projected expenditures of \$9,004,169, so excess revenues over expenditures after transfers would be \$89,531.00.

d. Comments from the Public

Mayor Willson explained that at the last Board of Aldermen meeting, a new process was put into effect. He said that if attendees have a comment to offer to the Board, he asks that they please come forward to make their comment. If they have a question to ask, he asks that they please complete the card that can be found on the table in the Board Chambers and when they come up to the podium, he asks that they direct their question to him, and he will see that the City Staff gives them a reply to their question within two business days. Staff will also make sure that the members of the Board and he are aware of the reply that has been given.

Ms. Pauline Bair, 305 Morewood Drive, asked why the street cleaner is now going through the subdivisions in November. Ms. Bair also asked about outstanding lawsuits. Ms. Bair asked who got authority for Academy Sports to come to Manchester.

Mayor Willson replied that Director of Public Works Bob Ruck would reply to her question about the street cleaner.

In regard to the outstanding lawsuits, City Attorney Gunn stated there are no changes since she last asked.

Pertaining to Academy Sports, City Attorney Gunn stated that the City was contacted, and he worked directly with the attorneys for Academy Sports.

6. REPORTS FROM THE MAYORa. Mayoral Report

Mayor Willson reported that on November 6, he attended the First Friday Coffee, sponsored by the West County Chamber of Commerce, at Kennedy High School, the only co-ed Catholic High School in this area. Also on November 6, he attended the Planning and Zoning meeting, Mayor Willson stated that on November 10, he was in Country Lane Woods, along with Alderman Ottenad and Alderman Clement, for the subdivision meeting. Mayor Willson stated he attended the staff meeting on November 12, and the Metro Mayors meeting, where one of the topics discussed was the 2% tax. He said that he also attended the Lafayette Area Mayors Breakfast with City Administrator Hixson on November 13, and the St. Louis Artists' Guild Art Exhibit opened that day. This afternoon, City Administrator Hixson and he attended the Lafayette Industries event sponsored by Rotary Club, and they made ornaments. Helen Hume and other Arts Council members were also there.

7. REPORTS FROM THE CITY ADMINISTRATORa. List of Paid Bills (Warrant dates of November 1 – November 14, 2015)

There were no questions.

8. REPORTS FROM COMMITTEESa. Planning and Zoning Commission

Alderman Clement advised that the Planning and Zoning Commission did meet, and they had a site plan approved for a new home at 608 Joyce Ann Drive.

Mayor Willson said that as an update for Culver's and Joey B's, they both just got their flood plain approvals from the Federal Emergency Management Agency, (FEMA), so now they are able to proceed with their projects.

b. Manchester Arts

Alderman Stevens stated that several of the employees of Lafayette Industries said they weren't very good at art, and both people who said that, somewhere along the line said: "I'm not an artist", but they were excited about their ornaments. There was discussion about a Lafayette Industries art display at Manchester United Methodist Church and also having a glee club concert. Alderman Stevens said that very seldom do the employees at Lafayette Industries get to show their talents, and the Rotary and Manchester Arts are glad to provide that opportunity.

Alderman Stevens said she was interested to find out that Lafayette Industries had a glee club, and they wished there was a venue where they could have a concert for their families and friends and also be open to the public. Alderman Stevens advised that they had asked for the ability to have a concert in Manchester, and a venue at the Manchester United Methodist Church in the fellowship hall was chosen for December 14.

Attorney Gunn stressed that these are wonderful things the City is doing for the community.

Mayor Willson stated that while they are talking about Lafayette Industries, he wanted to mention that on Wednesday, City Administrator Hixson and he are going to a presentation at the Kirkwood Walmart. He advised that Walmart is giving out six grants, and one is for \$25,000 which is going to be given to Lafayette Industries.

Alderman Stevens said she didn't know who received the most gratification today, her or the workers. She encouraged volunteering.

Alderman Stevens advised that there will be new art being displayed here, and they have finalized the schedule for 2016 with various spectrums of art forms.

9. ACTION ON OLD BILLS

- a. BILL # 15-2240 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES REGARDING OUTDOOR SMOKERS

Alderman Diehl stated that this Bill is being deferred.

- b. BILL # 15-2243 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES RELATING TO ELIGIBILITY FOR ELECTIVE OFFICE

Alderman Ottenad read for the second time Bill # 15-2243, entitled: "AN ORDINANCE AMENDING SECTION 110.025 OF THE CODE OF ORDINANCES RELATING TO ELIGIBILITY FOR ELECTIVE OFFICE AND REPEALING SECTION 105.045 OF THE CODE OF ORDINANCES", by title only.

Alderman Ottenad made the motion that Bill # 15-2243 become Ordinance # 15-2127. The motion was seconded by Alderman Clement.

A poll of the Board showed:

Alderman Stevens – aye
Alderman Hamill – aye
Alderman Diehl – aye
Alderman Baumann – aye
Alderman Ottenad – aye
Alderman Clement – aye

Mayor Willson announced that the motion passed by a vote of 6 – 0, with no objections.

10. INTRODUCTION OF NEW BILLS

- a. BILL APPROVING 2016 BUDGET

Alderman Clement introduced Bill # 15-2244, entitled: "AN ORDINANCE ADOPTING AND APPROVING THE BUDGET FOR THE CITY OF MANCHESTER FOR THE YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016, AND APPROPRIATING SUCH SUMS AS SET FORTH HEREIN FOR ALL DEPARTMENTS AND ACCOUNTS THEREIN

SPECIFIED”, by title only.

No further action at this time.

b. BILL AMENDING CERTAIN PROVISIONS RELATING TO THE CITY’S SEWER LATERAL PROGRAM

Alderman Ottenad introduced Bill # 15-2245, entitled: “AN ORDINANCE AMENDING CERTAIN PROVISIONS OF CHAPTER 520 OF THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER RELATING TO THE CITY’S SEWER LATERAL REPAIR PROGRAM”, by title only.

Alderman Ottenad asked for an explanation of the changes.

City Attorney Gunn replied that this was precipitated by the current code in regard to the contribution paid by citizens for several lateral repairs.

Director of Public Works Bob Ruck added that originally the amount payable by residents was \$500, and some years ago it was lowered to \$250. He stated that the limit covered by the City per repair is \$6,000.

City Attorney Gunn commented that this Bill is actually to clarify the program.

No further action at this time.

c. BILL APPROVING STP AGREEMENT WITH MODOT FOR THE SPRING MEADOWS BRIDGE REPLACEMENT

Alderman Baumann introduced Bill # 15-2246, entitled: “AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION IN CONNECTION WITH A FEDERAL AID PROGRAM PROJECT RELATING TO THE CONSTRUCTION OF THE REPLACEMENT OF THE SPRING MEADOWS DRIVE BRIDGE IN THE CITY OF MANCHESTER”, by title only.

No further action at this time.

d. RESOLUTION FOR THE PURCHASE OF CUSTOM FABRICATED ALUMINUM REPLACEMENT FENCE POSTS AND RAILS AT CITY HALL AND THE WEST CITY ENTRANCE MARKER

Alderman Diehl read Proposed Resolution # 15-0540, entitled: “A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO AN AGREEMENT WITH CONTRACTORS WELDING, INC. IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS (\$28,725.00) TO PROVIDE ALUMINUM FENCE COMPONENTS INCLUDING THE CUSTOM FABRICATION OF CORNER AND LINE POSTS FOR REPLACEMENT OF PICKET FENCES LOCATED AT CITY HALL AND THE WEST CITY ENTRANCE MARKER AT THE SULPHUR SPRING ROAD AND MANCHESTER ROAD INTERSECTION IN THE CITY OF MANCHESTER”, by title only.

Alderman Clement commented that this Resolution seems to focus only on the posts; he asked about the pickets.

Director of Public Works Bob Ruck responded by saying that at the first meeting in December, there will be a Resolution for the purchase of plastic lumber for the fences. Director Ruck said that Public Works and Parks staff will install the fence during the winter months. He discussed the fence posts, and said that there are pipes which will be inside all the posts to support them. There will be a six inch aluminum ball on the posts, all power-coated white.

Alderman Clement discussed the sign. He said that the City Hall sign has been painted, but the sign is dark.

Director Ruck said the new sign will be elongated; Craig Waterhouse has a design in mind.

There being no further discussion, Alderman Diehl made the motion for approval of Resolution # 15-0540. The motion was seconded by Alderman Clement and carried unanimously, without objection.

e. RESOLUTION AUTHORIZING CONTRACT WITH WOLFE ARCHITECTURE

Alderman Hamill read Proposed Resolution # 15-0541, entitled: "A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO A CONTRACT WITH WOLFE ARCHITECTURE & DESIGN, LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$121,000.00) FOR ARCHITECTURAL AND RELATED SERVICES, INCLUDING ESTIMATED REIMBURSABLES OF TWO THOUSAND DOLLARS (\$2,000.00), ALL RELATING TO THE CITY'S PARKS BUILDING ADDITION PROJECT", by title only.

Alderman Ottenad asked when Graybar was out if they can do things to save money on the new building.

Director of Parks and Recreation Eileen Collins responded that Horner and Shifrin will present different lighting; there isn't anything that can be determined totally green, but the design and skylight will be leading toward that. She added that the City hasn't actually gotten to that phase of the contract yet.

Alderman Hamill made the motion to approve Resolution # 15-0541. The motion was seconded by Alderman Clement and carried unanimously, without objection.

f. RESOLUTION AUTHORIZING PROFESSIONAL SERVICES OF HORNER & SHIFRIN ENGINEERS FOR THE NEW PARKS BUILDING

Alderman Stevens read Proposed Resolution # 15-0542, entitled: "A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO A CONTRACT WITH HORNER & SHIFRIN, INC. IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND THREE HUNDRED DOLLARS (\$70,300.00), PLUS REIMBURSABLES FOR EXPENSES NOT TO EXCEED TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100.00) FOR A GRAND TOTAL OF SEVENTY-TWO THOUSAND, FOUR HUNDRED DOLLARS (\$72,400.00), TO PROVIDE THE CITY WITH ENGINEERING

SERVICES FOR THE NEW PARKS AND RECREATION BUILDING IN THE CITY OF MANCHESTER”, by title only.

Alderman Stevens made the motion for approval of Resolution # 15-0542. The motion was seconded by Alderman Hamill and carried unanimously, without objection.

g. RESOLUTION ACCEPTING A GRANT FROM THE MISSOURI DEPARTMENT OF CONSERVATION

Alderman Clement read Proposed Resolution # 15-0543, entitled: “A RESOLUTION ACCEPTING A TREE RESOURCE IMPROVEMENT AND MAINTENANCE (TRIM) GRANT FROM THE MISSOURI DEPARTMENT OF CONSERVATION IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT THEREFOR”, by title only.

Alderman Clement asked Director of Public Works Bob Ruck to explain.

Director of Public Works Bob Ruck stated that this goes back to the onset of Emerald Ash Borer and the damage to ash trees. He said the local forester recommended the City apply for a “TRIM” grant to get an inventory of trees in the public right of way to get them assessed and get a management plan established. He advised that late last Friday afternoon, he received notification of the grant award and the need to get back to the Department of Conservation by November 30. He said that Davey Tree Resource Group will be starting to accumulate all the information and getting the information ready to go to the Department of Conservation by May 6, 2016. Director Ruck added that financially Davey’s Bid was \$31,550.

Alderman Clement asked if we are also going to identify trees in our parks.

Director of Parks and Recreation Eileen Collins replied that there was a tree inventory done in Schroeder and Stoecker Park previously.

Alderman Clement made the motion for approval of Resolution # 15-0543. The motion was seconded by Alderman Hamill and passed unanimously, without objection.

11. MISCELLANEOUS

a. Comments from the Public

There were none.

12. ADJOURNMENT

At 7:59 p.m., there being no further business, Alderman Hamill made the motion to adjourn. The motion was seconded by Alderman Baumann and carried unanimously, without objection. The meeting adjourned at 7:59 p.m.

Respectfully submitted,

Ruth E. Baker, MMC/MRCC-S
City Clerk

Note: This is a journal of the Board of Aldermen meeting held November 16, 2015 (summary); not a verbatim transcript. If a recording of the meeting is desired, please contact City Hall.





Manchester, MO

Check Register

Packet: APPKT00859 - Check Run - 20151118

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
0010	Ameren Missouri	11/18/2015	Regular	0.00	41.16	45423
0009	Ameren Missouri	11/18/2015	Regular	0.00	4,358.57	45424
1599	America's Parking Remarketing	11/18/2015	Regular	0.00	3,733.20	45425
2154	Animal Care Service, Inc.	11/18/2015	Regular	0.00	400.00	45426
1029	Aramark Uniform Services	11/18/2015	Regular	0.00	115.26	45427
0299	AT&T	11/18/2015	Regular	0.00	226.02	45428
1044	Bearing Headquarters Company	11/18/2015	Regular	0.00	90.83	45429
0050	Blue Chip Exterminating, Inc.	11/18/2015	Regular	0.00	112.00	45430
0060	Bussen Quarries, Inc.	11/18/2015	Regular	0.00	389.21	45431
1688	CK Power Products Corp.	11/18/2015	Regular	0.00	450.54	45432
0087	Contractor's Welding, Inc.	11/18/2015	Regular	0.00	251.93	45433
1970	Copying Concepts	11/18/2015	Regular	0.00	180.00	45434
2357	Employee Exp. Reimb.	11/18/2015	Regular	0.00	128.80	45435
1100	Escrow Deposit Refund	11/18/2015	Regular	0.00	2,500.00	45436
1116	Firestone Complete Auto Care	11/18/2015	Regular	0.00	190.98	45437
0122	Froesel Oil Co.	11/18/2015	Regular	0.00	2,871.32	45438
0903	K & K Supply	11/18/2015	Regular	0.00	395.54	45439
2176	MAILFINANCE	11/18/2015	Regular	0.00	496.35	45440
1261	Midwest Elevator Co., Inc.	11/18/2015	Regular	0.00	366.00	45441
0213	Missouri Div. of Employment Securit	11/18/2015	Regular	0.00	608.00	45442
2540	NAPA Auto Parts	11/18/2015	Regular	0.00	127.98	45443
2750	PJ's Pet Guardians	11/18/2015	Regular	0.00	300.00	45444
0291	Simpson Construction Material, LLC	11/18/2015	Regular	0.00	563.36	45445
1072	St. Louis Post Dispatch	11/18/2015	Regular	0.00	45.95	45446
1201	St. Louis Safety, Inc.	11/18/2015	Regular	0.00	158.42	45447
1348	St. Luke's Episocopal Presbyterian H-	11/18/2015	Regular	0.00	150.00	45448
2350	Stock & Associates Consulting Engin	11/18/2015	Regular	0.00	5,100.00	45449
0324	Terrafil Incorporated	11/18/2015	Regular	0.00	192.00	45450
2269	Truck Centers, Inc.	11/18/2015	Regular	0.00	481.44	45451
0337	Valley Material	11/18/2015	Regular	0.00	3,010.00	45452
2620	Vanguard Truck Center of St. Louis	11/18/2015	Regular	0.00	244.00	45453

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	43	31	0.00	28,278.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	43	31	0.00	28,278.86



Manchester, MO

Check Register

Packet: APPKT00868 - Check Run - 20151125

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
2608	AFLAC	11/25/2015	Regular	0.00	723.64	45454
0010	Ameren Missouri	11/25/2015	Regular	0.00	73.67	45455
0009	Ameren Missouri	11/25/2015	Regular	0.00	1,405.34	45456
1029	Aramark Uniform Services	11/25/2015	Regular	0.00	114.91	45457
0022	Arco Lawn Equipment, Inc.	11/25/2015	Regular	0.00	24.37	45458
2156	BeneFlex HR Resources, Inc.	11/25/2015	Regular	0.00	531.15	45459
0529	Bobcat of St Louis	11/25/2015	Regular	0.00	97.21	45460
1085	Breese Publishing Company	11/25/2015	Regular	0.00	2,380.00	45461
0034	City of Ballwin	11/25/2015	Regular	0.00	12,448.25	45462
2337	Commerce Bank - Commercial Card:	11/25/2015	Regular	0.00	1,246.99	45463
2336	Commerce Bank - Commercial Card:	11/25/2015	Regular	0.00	408.27	45464
2093	Commerce Bank - Commercial Card:	11/25/2015	Regular	0.00	632.75	45465
2601	Commerce Bank - Commercial Card:	11/25/2015	Regular	0.00	730.51	45466
2600	Commerce Bank - Commercial Card:	11/25/2015	Regular	0.00	524.99	45467
1902	Commerce Bank - Commercial Card:	11/25/2015	Regular	0.00	151.39	45468
2285	Commerce Bank Commercial Card	11/25/2015	Regular	0.00	113.83	45469
1411	Commercial Pumping Services	11/25/2015	Regular	0.00	333.00	45470
0087	Contractor's Welding, Inc.	11/25/2015	Regular	0.00	70.00	45471
1970	Copying Concepts	11/25/2015	Regular	0.00	72.00	45472
0494	Crescent Parts & Equipment Co., Inc	11/25/2015	Regular	0.00	66.48	45473
2074	David Willson	11/25/2015	Regular	0.00	28.87	45474
0110	Elco Chevrolet Inc	11/25/2015	Regular	0.00	171.80	45475
2173	Family Support Payment Center	11/25/2015	Regular	0.00	400.00	45476
2173	Family Support Payment Center	11/25/2015	Regular	0.00	250.00	45477
2173	Family Support Payment Center	11/25/2015	Regular	0.00	213.70	45478
0122	Froesel Oil Co.	11/25/2015	Regular	0.00	9,676.70	45479
2557	Fundraising Brick, LLC	11/25/2015	Regular	0.00	178.00	45480
0421	Home Depot Credit Services	11/25/2015	Regular	0.00	197.42	45481
2303	ideal Landscape Construction, Inc.	11/25/2015	Regular	0.00	94,960.86	45482
0903	K & K Supply	11/25/2015	Regular	0.00	548.08	45483
0932	L. Krupp Construction Inc.	11/25/2015	Regular	0.00	182,228.35	45484
0183	Leon Uniform	11/25/2015	Regular	0.00	362.99	45485
1250	Lewis, Rice & Fingersh, L.L.C.	11/25/2015	Regular	0.00	2,860.00	45486
0185	Mark S. Levitt	11/25/2015	Regular	0.00	1,925.00	45487
1410	Metropark Communications, Inc.	11/25/2015	Regular	0.00	2,247.57	45488
0197	Metropolitan St. Louis Sewer District	11/25/2015	Regular	0.00	4,641.72	45489
1279	Michael P. Gunn	11/25/2015	Regular	0.00	1,800.00	45490
2192	Missouri Department of Revenue	11/25/2015	Regular	0.00	35.00	45491
0217	Missouri Petroleum Products Co.	11/25/2015	Regular	0.00	1,080.00	45492
0251	Office Depot	11/25/2015	Regular	0.00	1,751.04	45493
2179	Republic Services - #346	11/25/2015	Regular	0.00	106,087.60	45494
0850	Royal Gate Auto Plaza	11/25/2015	Regular	0.00	90.26	45495
0291	Simpson Construction Material, LLC	11/25/2015	Regular	0.00	859.75	45496
0306	St. Louis Co. Municipal League	11/25/2015	Regular	0.00	10.00	45497
1107	St. Luke's Hospital - Community Out	11/25/2015	Regular	0.00	80.00	45498
2411	Staples Advantage	11/25/2015	Regular	0.00	119.68	45499
2365	SureSource	11/25/2015	Regular	0.00	134.76	45500
0324	Terrafile Incorporated	11/25/2015	Regular	0.00	96.00	45501
1307	The Pointe at Ballwin Commons	11/25/2015	Regular	0.00	65.00	45502
0328	Tire Shredders Unlimited	11/25/2015	Regular	0.00	25.50	45503
1652	Tope Plumbing, Inc.	11/25/2015	Regular	0.00	8,250.00	45504
1824	Traffic Control Company	11/25/2015	Regular	0.00	70.80	45505

Check Register

Packet: APPKT00868-Check Run - 20151125

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1043	Westport Pools, Inc.	11/25/2015	Regular	0.00	488.34	45506

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	79	53	0.00	444,083.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	79	53	0.00	444,083.54



Manchester, MO

Check Register

Packet: APPKT00870 - Check Run - 20151201

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
0010	Ameren Missouri	12/01/2015	Regular	0.00	24.41	45507
2290	CDD, LLC	12/01/2015	Regular	0.00	56.16	45508
2454	Guardian - Appleton	12/01/2015	Regular	0.00	7,718.43	45509
0174	Laclede Gas Company	12/01/2015	Regular	0.00	365.12	45510
2041	MO Police Chiefs Charitable Founda	12/01/2015	Regular	0.00	210.00	45511
0141	Patrick R. Gunn	12/01/2015	Regular	0.00	2,775.00	45512
0279	Rejis Commission	12/01/2015	Regular	0.00	1,017.61	45513
1387	Sprint/Nextel Communications	12/01/2015	Regular	0.00	1,457.74	45514
2090	The Lincoln National Life Insurance C	12/01/2015	Regular	0.00	851.07	45515
1112	United HealthCare	12/01/2015	Regular	0.00	59,523.63	45516

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	10	0.00	73,999.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	14	10	0.00	73,999.17



Manchester, MO

Check Register

Packet: APPKT00873 - Check Run - 20151202

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
0010	Ameren Missouri	12/02/2015	Regular	0.00	11.23	45517
0011	American Carnival Mart	12/02/2015	Regular	0.00	367.47	45518
1029	Aramark Uniform Services	12/02/2015	Regular	0.00	114.91	45519
0022	Arco Lawn Equipment, Inc.	12/02/2015	Regular	0.00	116.66	45520
0047	Barnes Care	12/02/2015	Regular	0.00	64.00	45521
0529	Bobcat of St Louis	12/02/2015	Regular	0.00	611.44	45522
1037	Canon Financial Services, Inc.	12/02/2015	Regular	0.00	139.83	45523
2455	Charter Communications	12/02/2015	Regular	0.00	119.56	45524
2414	Chuck's Boots	12/02/2015	Regular	0.00	359.98	45525
2171	Commerce Color	12/02/2015	Regular	0.00	4,869.00	45526
2635	Contractors & Municipal Sweeping S	12/02/2015	Regular	0.00	3,125.00	45527
0090	County Treasurer - St. Louis Co.	12/02/2015	Regular	0.00	304.00	45528
1301	Deep Kleen and Maintenance, LLC	12/02/2015	Regular	0.00	1,850.00	45529
0729	E.H. Glueck & Co., Inc.	12/02/2015	Regular	0.00	350.00	45530
0110	Elco Chevrolet Inc	12/02/2015	Regular	0.00	48.60	45531
1805	Eureka Rental LLC	12/02/2015	Regular	0.00	812.41	45532
2756	Factory Motor Parts	12/02/2015	Regular	0.00	3,709.34	45533
0130	Geldbach Petroleum	12/02/2015	Regular	0.00	120.00	45534
1033	GFOA of St. Louis	12/02/2015	Regular	0.00	40.00	45535
1033	GFOA of St. Louis - <i>System error</i>	12/02/2015	Regular	0.00	40.00	45535 - <i>void</i>
0595	GO2 Partners	12/02/2015	Regular	0.00	127.84	45536
0135	Grainger	12/02/2015	Regular	0.00	156.89	45537
0903	K & K Supply	12/02/2015	Regular	0.00	24.55	45538
0859	Kirkwood Material Supply, Inc.	12/02/2015	Regular	0.00	95.40	45539
1293	Lowe's Companies, Inc.	12/02/2015	Regular	0.00	1,271.46	45540
	Void	12/02/2015	Regular	0.00	0.00	45541
0223	Missouri Dept. Of Revenue - County	12/02/2015	Regular	0.00	1,083.00	45542
0217	Missouri Petroleum Products Co.	12/02/2015	Regular	0.00	1,080.00	45543
1336	MOCCFOA - Eastern Division	12/02/2015	Regular	0.00	90.00	45544
1108	MPS Industries	12/02/2015	Regular	0.00	56.75	45545
1988	N. B. West Contracting Company	12/02/2015	Regular	0.00	264.50	45546
2540	NAPA Auto Parts	12/02/2015	Regular	0.00	132.35	45547
1714	Neptune-Benson	12/02/2015	Regular	0.00	655.83	45548
1492	Overhead Door Company of St. Loui	12/02/2015	Regular	0.00	182.93	45549
2079	Ozarc/Gas Equipment & Supply, Inc.	12/02/2015	Regular	0.00	21.00	45550
0141	Patrick R. Gunn	12/02/2015	Regular	0.00	4,500.00	45551
2591	Paving Maintenance Supply, Inc.	12/02/2015	Regular	0.00	3,080.00	45552
1082	Petty Cash by Eileen Collins	12/02/2015	Regular	0.00	70.85	45553
0805	PreSort, Inc.	12/02/2015	Regular	0.00	2,715.46	45554
0279	Rejis Commission	12/02/2015	Regular	0.00	600.56	45555
2412	Safety Services, Inc.	12/02/2015	Regular	0.00	1,256.05	45556
0285	Sam's Club / GEFCF	12/02/2015	Regular	0.00	136.28	45557
0291	Simpson Construction Material, LLC	12/02/2015	Regular	0.00	546.17	45558
2038	Southern Computer Warehouse	12/02/2015	Regular	0.00	683.85	45559
0601	St. Louis County Treasurer	12/02/2015	Regular	0.00	4,236.75	45560
2461	St. Louis Hardscape Material & Supp	12/02/2015	Regular	0.00	924.30	45561
1201	St. Louis Safety, Inc.	12/02/2015	Regular	0.00	147.72	45562
0315	Stonegate Auto Parts Inc.	12/02/2015	Regular	0.00	618.64	45563
0316	Strothkamp's	12/02/2015	Regular	0.00	78.17	45564
1277	Taser International	12/02/2015	Regular	0.00	615.00	45565
0324	Terraflit Incorporated	12/02/2015	Regular	0.00	96.00	45566
0962	The Flag Loft	12/02/2015	Regular	0.00	944.50	45567
1652	Tope Plumbing, Inc.	12/02/2015	Regular	0.00	10,390.00	45568
2177	TOTALFUNDS BY HASLER	12/02/2015	Regular	0.00	1,000.00	45569

Check Register

Packet: APPKT00873-Check Run - 20151202

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1824	Traffic Control Company	12/02/2015	Regular	0.00	202.68	45570
0310	Treasurer, St. Louis County	12/02/2015	Regular	0.00	1,444.81	45571
0331	Treasurer-State of Missouri	12/02/2015	Regular	0.00	152.00	45572
2269	Truck Centers, Inc.	12/02/2015	Regular	0.00	558.28	45573
2018	Tyler Technologies, Inc.	12/02/2015	Regular	0.00	437.50	45574
0973	Universal, Inc.	12/02/2015	Regular	0.00	1,409.59	45575
0337	Valley Material	12/02/2015	Regular	0.00	343.05	45576
2620	Vanguard Truck Center of St. Louis	12/02/2015	Regular	0.00	3,124.40	45577
0338	Vermeer Sales & Service M.I., Inc.	12/02/2015	Regular	0.00	34.00	45578
0745	Wal*Mart Community/GEMB	12/02/2015	Regular	0.00	94.99	45579

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	141	63	0.00	62,857.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	141	64	0.00	62,857.53



Manchester, MO

Check Register

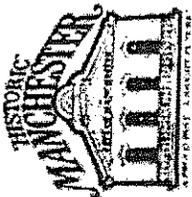
Packet: APPKT00876 - Check Run 2 - 20151202

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
	Void } <i>system error</i>	12/02/2015	Regular	0.00	0.00	45580
	Void }	12/02/2015	Regular	0.00	0.00	45581
	Void }	12/02/2015	Regular	0.00	0.00	45582
0315	Stonegate Auto Parts Inc.	12/02/2015	Regular	0.00	468.70	45583
0324	Terrafil Incorporated	12/02/2015	Regular	0.00	63.00	45584
0310	Treasurer, St. Louis County	12/02/2015	Regular	0.00	149.94	45585

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	3	0.00	681.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	14	6	0.00	681.64



Manchester, MO

Agenda Item 7a

Board Approval Report By Vendor Name

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
11/18/2015	14431-19054 - 11/13/15	Service to Police Facility - 10/13-11/12/15	Service to Police Facility - 10/13-11/12/15	Electric	10-440-4235	11/13/2015	3,403.59
11/18/2015	30810-59007 - 11/12/15	Service to Aquatic Center - 10/11-11/09/15	Service to Aquatic Center - 10/11-11/09/15	Electric	10-450-4235	11/12/2015	954.98
Vendor: 0010 - Ameren Missouri							4,358.57
11/18/2015	1755105002 - 11/12/15	Service to 910 Hazelfalls Dr - 10/11-11/09/15	Service to 910 Hazelfalls Dr - 10/11-11/09/15	Electric	10-460-4235	11/12/2015	12.72
11/18/2015	9852605111 - 11/12/15	Service to fountain at Park entr. - 10/11-11/9/15	Service to fountain at Park entr. - 10/11-11/9/15	Electric	10-460-4235	11/12/2015	28.44
Vendor: 0010 - Ameren Missouri Total:							41.16
11/18/2015	4895	Pavement striping-Hanna Rd., Old Sulphur Spring	Pavement striping-Hanna Rd., Old Sulphur Spring	Streets - Maintenance & Rep	10-470-4310	11/04/2015	2,983.20
11/18/2015	4896	Asphalt overlay proj.-Hanna Rd, Old Sulphur Spring	Asphalt overlay proj.-Hanna Rd, Old Sulphur Spring	Concrete Street Replacemen	50-470-6310	11/04/2015	750.00
Vendor: 1599 - America's Parking Remarking							3,733.20
11/18/2015	OCT 2015	(4) Deer carcasses removed	(4) Deer carcasses removed	Waste Management Progra	10-470-4360	10/31/2015	400.00
Vendor: 2154 - Animal Care Service, Inc.							400.00
11/18/2015	452-0421505	Uniforms cleaned, Mats & Shop towels, Mats - 11/11/15	Mats - 11/11/15	Uniforms & Equipment	10-460-4160	11/11/2015	9.50
11/18/2015	452-0421505	Uniforms cleaned, Mats & Shop towels, Mats - 11/11/15	Uniforms cleaned - 11/11/15	Uniforms & Equipment	10-470-4160	11/11/2015	71.81
11/18/2015	452-0421505	Uniforms cleaned, Mats & Shop towels, Mats - 11/11/15	Mats & Shop towels - 11/11/15	Building - Maintenance & Re	10-470-4295	11/11/2015	33.95
Vendor: 1599 - America's Parking Remarking Total:							3,733.20
Vendor: 2154 - Animal Care Service, Inc. Total:							400.00
Vendor: 1029 - Aramark Uniform Services							115.26
11/18/2015	314A73-06908624 - 10/25/15	Phone service - Oct 25-Nov 24, 2015	Phone service - Oct 25-Nov 24, 2015	Telephone	10-420-4245	10/25/2015	226.02
Vendor: 0299 - AT&T							226.02
Vendor: 0299 - AT&T Total:							226.02

Board Approval Report

Payment Date	Payable Number	Account Name	Description (Payable)	Description (Item)	Account Number	Post Date	Payment Dates: 11/15/2015 - 11/21/2015
11/18/2015	5024699	Vendor: 1044 - Bearing Headquarters Company	(2) 500 L8 gates	(2) 500 L8 gates	10-460-4290	10/22/2015	90.83
11/18/2015	786093	Vendor: 0050 - Blue Chip Exterminating, Inc.	Gen. Pest Control Maint.- Park office & Maint. Bldg	Gen. Pest Control Maint.- Park office & Maint. Bldg	10-460-4295	11/02/2015	23.00
11/18/2015	787749	Vendor: 0050 - Blue Chip Exterminating, Inc.	Gen. Pest Control Maint. & Rodent Ck - Police Fac.	Gen. Pest Control Maint. & Rodent Ck - Police Fac.	10-470-4295	11/02/2015	89.00
11/18/2015	181418	Vendor: 0060 - Bussen Quarries, Inc.	(16.06) tons MSD1 Stone	(16.06) tons MSD1 Stone	50-470-6310	10/26/2015	149.36
11/18/2015	181419	Vendor: 0060 - Bussen Quarries, Inc.	(25.79) tons MSD1 Stone	(25.79) tons MSD1 Stone	50-470-6310	10/26/2015	239.85
11/18/2015	SV1032826	Vendor: 1688 - CK Power Products Corp.	Service to Kohler Generator - Pub. Wks.	Service to Kohler Generator - Pub. Wks.	10-470-4295	10/26/2015	450.54
11/18/2015	82227	Vendor: 0087 - Contractor's Welding, Inc.	Truck #135 Dump bed repair	Truck #135 Dump bed repair	10-470-4285	10/26/2015	163.24
11/18/2015	82240	Vendor: 0087 - Contractor's Welding, Inc.	(4) 1 "x3"x12" Repl. Skid Material for Bobcat Sweep	(4) 1 "x3"x12" Repl. Skid Material for Bobcat Sweep	10-470-4290	10/28/2015	88.69
11/18/2015	1025447	Vendor: 1970 - Copying Concepts	City Hall Copier lease - 11/01 -11/30/15	City Hall Copier lease - 11/01 -11/30/15	10-425-4280	11/02/2015	180.00
11/18/2015	A. Hixson - Mileage	Vendor: 2357 - Employee Exp. Reimb.	Reimb. A. Hixson Mileage to APWA Conf -11/9/15	Reimb. A. Hixson Mileage to APWA Conf -11/9/15	10-420-4175	11/11/2015	128.80
11/18/2015	KAB Constr.-RE:752 Sulphur S	Vendor: 1100 - Escrow Deposit Refund	Escrow Refund to KAB Constr:for 752 Sulphur Sprin	Escrow Refund to KAB Constr:for 752 Sulphur Sprin	10-200-2110	11/13/2015	2,500.00
11/18/2015	188600	Vendor: 1116 - Firestone Complete Auto Care	(2) Trailer tires for Vermeer BCL1500 brush chipper	(2) Trailer tires for Vermeer BCL1500 brush chipper	10-470-4290	11/10/2015	190.98
11/18/2015	000254200 - A	Vendor: 0122 - Froesel Oil Co.	2015 Bulk Diesel Fuel	2015 Bulk Diesel Fuel	10-470-4315	11/11/2015	2,637.25

Vendor: 1044 - Bearing Headquarters Company Total: 90.83
 Vendor: 0050 - Blue Chip Exterminating, Inc. Total: 112.00
 Vendor: 0060 - Bussen Quarries, Inc. Total: 389.21
 Vendor: 1688 - CK Power Products Corp. Total: 450.54
 Vendor: 0087 - Contractor's Welding, Inc. Total: 251.93
 Vendor: 1970 - Copying Concepts Total: 180.00
 Vendor: 2357 - Employee Exp. Reimb. Total: 128.80
 Vendor: 1100 - Escrow Deposit Refund Total: 2,500.00
 Vendor: 1116 - Firestone Complete Auto Care Total: 190.98
 Vendor: 0122 - Froesel Oil Co. Total: 2,637.25

11/22/2015 5:15:08 PM

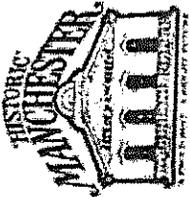
Agenda Item

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Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/15/2015 - 11/21/2015	Amount
	11/18/2015	000254200	2015 Bulk Diesel Fuel	2015 Bulk Diesel Fuel	Gas & Oil	10-440-4315	11/11/2015	Vendor 0122 - Froesel Oil Co. Total:	234.07 2,871.32
Vendor: 0903 - K & K Supply									
11/18/2015	525124	Ext. Reach Hedge Trimmer	Ext. Reach Hedge Trimmer	Small Tools & Equipment	10-470-4320	10/27/2015			300.00
11/18/2015	525401	Rapid Super 3/8 .63 24" Chain, 24" Rolo Guide bar	Rapid Super 3/8 .63 24" Chain, 24" Rolo Guide bar	Equipment - Maintenance &	10-460-4290	10/29/2015			95.54
Vendor: 2176 - MAILFINANCE									
11/18/2015	N5605859 Aug-Nov.	Postage Meter Quarterly Lease Pmt. - Aug-Nov.	Postage Meter Quarterly Lease Pmt. - Aug-Nov.	Equipment Rental	10-425-4280	10/28/2015		Vendor 0903 - K & K Supply Total:	395.54
Vendor: 1261 - Midwest Elevator Co., Inc.									
11/18/2015	50838	Elevator Maint. - Nov. - Police Facility	Elevator Maint. - Nov. - Police Facility	Building - Maintenance & Re	10-470-4295	11/01/2015		Vendor 2176 - MAILFINANCE Total:	496.35
11/18/2015	50839	Elevator Maint. - Nov. - City Hall	Elevator Maint. - Nov. - City Hall	Building - Maintenance & Re	10-470-4295	11/01/2015			258.00
Vendor: 0213 - Missouri Div. of Employment Security									
11/18/2015	302877-0-999-9131-LG5060	Unemployment benefit - C. Francis - 5/31-7/04/15	Unemployment benefit - C. Francis - 5/31-7/04/15	Recruitment/Employment	10-420-4157	10/30/2015		Vendor 1261 - Midwest Elevator Co., Inc. Total:	366.00
Vendor: 2540 - NAPA Auto Parts									
11/18/2015	130781	(2) Batteries	(2) Batteries	Vehicle - Maintenance & Rep	10-470-4285	10/30/2015		Vendor 0213 - Missouri Div. of Employment Security Total:	608.00
Vendor: 2750 - PJ's Pet Guardians									
11/18/2015	Doggie Paddle event-9/12/1	Donation split of proceeds from Doggie Paddle 9/12	Donation split of proceeds from Doggie Paddle 9/12	Public Relations	65-465-4170	10/22/2015		Vendor 2540 - NAPA Auto Parts Total:	127.98
Vendor: 0291 - Simpson Construction Material, LLC									
11/18/2015	6226728	(4.47) Tons COMM Asphalt - Ticket #44209	(4.47) Tons COMM Asphalt - Ticket #44209	Streets - Maintenance & Rep	10-470-4310	10/22/2015		Vendor 2750 - PJ's Pet Guardians Total:	300.00
11/18/2015	6226760	(7.98) Tons COMM Asphalt - Tickets #44342,44373	(7.98) Tons COMM Asphalt - Tickets #44342,44373	Streets - Maintenance & Rep	10-470-4310	10/29/2015			202.27
Vendor: 1072 - St. Louis Post Dispatch									
11/18/2015	11/16-15-1/10/16-60638496	Newspaper subscription - 11/16/15-1/10/16	Newspaper subscription - 11/16/15-1/10/16	Dues & Subscriptions	10-420-4260	11/06/2015		Vendor 0291 - Simpson Construction Material, LLC Total:	563.36
Vendor: 1201 - St. Louis Safety, Inc.									
11/18/2015	549227	Lens cleaning tissue, cough drops, sine-eez tabs	Lens cleaning tissue, cough drops, sine-eez tabs	Field Supplies	10-470-4220	10/29/2015		Vendor 1072 - St. Louis Post Dispatch Total:	45.95
								Vendor 1201 - St. Louis Safety, Inc. Total:	158.42
									158.42

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/15/2015 - 11/21/2015	Amount
Vendor: 1348 - St. Luke's Episcopal Presbyterian Hospital 11/18/2015	15235-00334 - 8/23/15	Fit for Confinement - #15-10262 - 8/23/15	Fit for Confinement - #15-10262 - 8/23/15	Prisoner Expense	10-440-4335	10/28/2015		150.00
Vendor: 2350 - Stock & Associates Consulting Engineers, Inc. 11/18/2015	60805	Construction Inspection Services for Channel B	Construction Inspection Services for Channel B	Storm Water Projects	60-470-6510	11/05/2015	Vendor 1348 - St. Luke's Episcopal Presbyterian Hospital Total:	150.00
Vendor: 0324 - Terrafl Incorporated 11/18/2015	000006488	(2) Loads Clean Fill to Landfill	(2) Loads Clean Fill to Landfill	Concrete Street Replacemen	50-470-6310	10/22/2015	Vendor 2350 - Stock & Associates Consulting Engineers, Inc. Total:	5,100.00
11/18/2015	000006543	(2) Loads Clean Fill to Landfill	(2) Loads Clean Fill to Landfill	Concrete Street Replacemen	50-470-6310	10/26/2015		96.00
Vendor: 2269 - Truck Centers, Inc. 11/18/2015	R150039268:01	2010 Freightliner truck anti-lock sensor & bracket	2010 Freightliner truck anti-lock sensor & bracket	Vehicle - Maintenance & Rep	10-470-4285	10/28/2015	Vendor 0324 - Terrafl Incorporated Total:	192.00
Vendor: 0337 - Valley Material 11/18/2015	156411	(20) Cu Yds 7 SK Meramec "C" Asphalt	(20) Cu Yds 7 SK Meramec "C" Asphalt	Concrete Street Replacemen	50-470-6310	10/23/2015	Vendor 2269 - Truck Centers, Inc. Total:	481.44
11/18/2015	156438	(15.0) Cu. Yds - 7 SK Meramec "C" Asphalt	(15.0) Cu. Yds - 7 SK Meramec "C" Asphalt	Concrete Street Replacemen	50-470-6310	10/22/2015		1,720.00
Vendor: 2620 - Vanguard Truck Center of St. Louis 11/18/2015	112993	CSA Inspection, Reset ABS Oil change light - T225	CSA Inspection, Reset ABS Oil change light - T225	Vehicle - Maintenance & Rep	10-470-4285	10/28/2015	Vendor 0337 - Valley Material Total:	3,010.00
							Vendor 2620 - Vanguard Truck Center of St. Louis Total:	244.00
							Grand Total:	28,278.86



Manchester, MO

Board Approval Report

By Vendor Name

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
Vendor: 0009 - Ameren Missouri							
11/25/2015	05910-25009 - 11/16/15	Service to various City locations - 9/23-10/22/15	Service to City Hall - 9/23-10/22/15	Electric	10-420-4235	11/16/2015	427.50
11/25/2015	05910-25009 - 11/16/15	Service to various City locations - 9/23-10/22/15	Service to various Park locations - 9/23-10/22/15	Electric	10-460-4235	11/16/2015	357.25
11/25/2015	05910-25009 - 11/16/15	Service to various City locations - 9/23-10/22/15	Service to Pub. Wks Bldg - 9/23-10/22/15	Electric	10-470-4235	11/16/2015	449.00
11/25/2015	05910-25009 - 11/16/15	Service to various City locations - 9/23-10/22/15	Service to various P.W. locations - 9/23-10/22/15	Street Lighting	10-470-4236	11/16/2015	171.59
Vendor: 0010 - Ameren Missouri							1,405.34
11/25/2015	1359097012 - 11/12/15	Service to Park Maint. - 10/11-11/09/15	Service to Park Maint. - 10/11-11/09/15	Electric	10-460-4235	11/12/2015	73.67
Vendor: 1029 - Aramark Uniform Services							73.67
11/25/2015	452-0446923	Uniforms cleaned, Mats&Shop towels, Mats - 11/18/15	Mats - 11/18/15	Uniforms & Equipment	10-460-4160	11/18/2015	9.50
11/25/2015	452-0446923	Uniforms cleaned, Mats&Shop towels, Mats - 11/18/15	Uniforms cleaned - 11/18/15	Uniforms & Equipment	10-470-4160	11/18/2015	71.46
11/25/2015	452-0446923	Uniforms cleaned, Mats&Shop towels, Mats - 11/18/15	Mats & Shop towels - 11/18/15	Building - Maintenance & Re	10-470-4295	11/18/2015	39.95
Vendor: 1029 - Aramark Uniform Services Total:							114.91
11/25/2015	69085	(2) Annular buffer, Chain catcher	(2) Annular buffer, Chain catcher	Equipment - Maintenance &	10-460-4290	11/05/2015	24.37
Vendor: 0022 - Arco Lawn Equipment, Inc.							24.37
11/25/2015	92152	Benny Card & HRA Fees - November	Benny Card & HRA Fees - November	Professional Fees	10-430-4165	11/15/2015	531.15
Vendor: 2156 - BeneFlex HR Resources, Inc.							531.15
11/25/2015	P48952	Rt. side tail light lens & reverse light assy	Rt. side tail light lens & reverse light assy	Vehicle - Maintenance & Rep	10-470-4285	11/12/2015	97.21
Vendor: 0529 - Bobcat of St Louis							97.21
Vendor 0529 - Bobcat of St Louis Total:							97.21

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/22/2015 - 11/28/2015	Amount
11/25/2015	98198	'15 Winter Printing of "Messenger" Newsletter	2015 Admin. "Messenger" Newsletter	Newsletters	10-420-4190	11/11/2015		1,682.00
11/25/2015	98198	'15 Winter Printing of "Messenger" Newsletter	2014-15 Park "Messenger" Printing	Public Relations	10-460-4170	11/11/2015		698.00
Vendor: 0034 - City of Ballwin								
11/25/2015	Nov. '15 Dispatching	Dispatching contract pmt - November	Dispatching contract pmt - November	Dispatching Contract	10-440-4330	11/13/2015		12,448.25
Vendor: 1902 - Commerce Bank - Commercial Cards								
11/25/2015	0000-0220-0202-11/11/15	Credit Card Chgs - Oct/Nov.	Ring Central Chgs. - October	Equipment Rental	10-425-4280	11/11/2015		100.64
11/25/2015	0000-0220-0202-11/11/15	Credit Card Chgs - Oct/Nov.	Discountcaell - Kycocera comp. plastic holster	Equipment - Maintenance &	10-425-4290	11/11/2015		50.75
Vendor: 2093 - Commerce Bank - Commercial Cards								
11/25/2015	0000-0220-0210-11/11/15	Credit Card Chgs - October/Nov.	Domino's pizzas for Halloween Volunteers	Public Relations	10-410-4170	11/11/2015		154.28
11/25/2015	0000-0220-0210-11/11/15	Credit Card Chgs - October/Nov.	Constant Contact Fee - October	Public Relations	10-460-4170	11/11/2015		40.00
11/25/2015	0000-0220-0210-11/11/15	Credit Card Chgs - October/Nov.	Allied Wire & Cable purchase - 150' cable	Building - Maintenance & Re	10-460-4295	11/11/2015		124.32
11/25/2015	0000-0220-0210-11/11/15	Credit Card Chgs - October/Nov.	Best Buy purch.-Network Router-RT AC68P	Small Tools & Equipment	10-460-4320	11/11/2015		199.99
11/25/2015	0000-0220-0210-11/11/15	Credit Card Chgs - October/Nov.	Kwik Covers - Blue - for Homecoming Tables	Field Supplies	65-465-4220	11/11/2015		114.16
Vendor: 2336 - Commerce Bank - Commercial Cards								
11/25/2015	0000-0248-3642-11/11/15	Credit Card Chgs - October	Marco Promo. Products for GFOA - to be Reimb.	Prepaid Expenses	10-100-1400	11/11/2015		408.27
Vendor: 2337 - Commerce Bank - Commercial Cards								
11/25/2015	0000-0234-5098 - 11/11/15	Credit Card Chgs - October/Nov.	Fuel for Chicago Conference Trip - 10/24-27/15	Travel/Meetings	10-440-4175	11/11/2015		70.80
11/25/2015	0000-0234-5098 - 11/11/15	Credit Card Chgs - October/Nov.	Lodging & (2) Meals IACP Conf. Chicago-10/24-27/15	Travel/Meetings	10-440-4175	11/11/2015		1,064.79
11/25/2015	0000-0234-5098 - 11/11/15	Credit Card Chgs - October/Nov.	(4) New holsters for Tasers	Field Supplies	10-440-4220	11/11/2015		111.40
Vendor: 2600 - Commerce Bank - Commercial Cards								
11/25/2015	0000-0886-5263 -11/11/15	Credit Card Chgs - October	Stamps.Com monthly fee - October	Equipment Rental	10-425-4280	11/11/2015		24.99
11/25/2015	0000-0886-5263 -11/11/15	Credit Card Chgs - October	Postage purchased - 10/26/1	Postage	10-440-4265	11/11/2015		250.00
Vendor: 1085 - Breese Publishing Company Total:								
							2,380.00	
Vendor 0034 - City of Ballwin Total:								
							12,448.25	
Vendor 1902 - Commerce Bank - Commercial Cards Total:								
							151.39	
Vendor 2093 - Commerce Bank - Commercial Cards Total:								
							632.75	
Vendor 2336 - Commerce Bank - Commercial Cards Total:								
							408.27	
Vendor 2337 - Commerce Bank - Commercial Cards Total:								
							1,246.99	
Vendor 2600 - Commerce Bank - Commercial Cards Total:								
							274.99	

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/22/2015 - 11/28/2015	Amount
11/25/2015	0000-0886-5263 -11/11/15	Credit Card Chgs - October	Postage purchased - 10/26/1	Postage	10-480-4265	11/11/2015		250.00
Vendor: 2601 - Commerce Bank - Commercial Cards								
11/25/2015	0000-0886-5230 - 11/11/15	Credit Card Chgs - October	Michaels Purch.-Baskets for comment cards & Bd. Mt	Office Supplies	10-420-4215	11/11/2015		13.51
11/25/2015	0000-0886-5230 - 11/11/15	Credit Card Chgs - October	MO Computer Ed & training	Training	10-475-4130	11/11/2015		717.00
Vendor: 2601 - Commerce Bank - Commercial Cards Total:								
								524.99
Vendor: 2285 - Commerce Bank Commercial Card								
11/25/2015	0000-0237-2688 - 11/11/15	Credit Card Chgs - October	APWA Lunch/Meeting - 10/15/15	Business Lunch/Dinner	10-470-4180	11/11/2015		20.00
11/25/2015	0000-0237-2688 - 11/11/15	Credit Card Chgs - October	Michaels purch.- ribbon & wire-Christmas tree bows	Field Supplies	10-470-4220	11/11/2015		93.83
Vendor: 1411 - Commercial Pumping Services								
11/25/2015	99218	Clean inside grease trap, pump & clean lift, seal	Clean inside grease trap, pump & clean lift, seal	Building - Maintenance & Re	10-450-4295	11/04/2015		133.00
11/25/2015	99218	Clean inside grease trap, pump & clean lift, seal	Clean inside grease trap, pump & clean lift, seal	Building - Maintenance & Re	10-460-4295	11/04/2015		200.00
Vendor: 0087 - Contractor's Welding, Inc.								
11/25/2015	82249	Repair to trailer	Repair to trailer	Equipment - Maintenance &	10-460-4290	11/02/2015		70.00
Vendor: 01161 - Cooper, Devin								
11/25/2015	INV0000871	HSA Contribution	HSA Contribution	Payroll Pass-Through	10-200-2165	11/25/2015		23.08
Vendor: 1970 - Copying Concepts								
11/25/2015	1033607	Copier lease - Police - 11/12-12/11/15	Copier lease - Police - 11/12-12/11/15	Equipment Rental	10-425-4280	11/12/2015		72.00
Vendor: 0494 - Crescent Parts & Equipment Co., Inc.								
11/25/2015	35059680-00	(24) 16"x20"x2" Pleated Filters	(24) 16"x20"x2" Pleated Filters - Police Dept.	Building - Maintenance & Re	10-470-4295	11/02/2015		66.48
Vendor: 2074 - David Willson								
11/25/2015	Mileage Reimb - 11/20/15	Mileage Reimb - Mayor D. Willson - Nov 18-19/15	Mileage Reimb - Mayor D. Willson - Nov 18-19/15	Mileage	10-410-4176	11/20/2015		28.87
Vendor: 0110 - Elco Chevrolet Inc								
11/25/2015	315846	Spare wheel/tire hoist - Car# 419	Spare wheel/tire hoist - Car# 419	Vehicle - Maintenance & Rep	10-470-4285	11/03/2015		116.82
Vendor: 2074 - David Willson Total:								
								28.87
Vendor 1970 - Copying Concepts Total:								
								72.00
Vendor 0494 - Crescent Parts & Equipment Co., Inc. Total:								
								66.48
Vendor: 0110 - Elco Chevrolet Inc								
								28.87
Vendor 2074 - David Willson Total:								
								28.87
Vendor 1411 - Commercial Pumping Services Total:								
								333.00
Vendor 0087 - Contractor's Welding, inc. Total:								
								70.00
Vendor 01161 - Cooper, Devin Total:								
								23.08
Vendor 1970 - Copying Concepts Total:								
								72.00
Vendor 0494 - Crescent Parts & Equipment Co., Inc. Total:								
								66.48
Vendor: 0110 - Elco Chevrolet Inc								
								28.87
Vendor 2074 - David Willson Total:								
								28.87

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/22/2015 - 11/28/2015	Amount
	11/25/2015	315902	Right interior A-piller molding - Truck 100	Right interior A-piller molding - Truck 100	Vehicle - Maintenance & Rep	10-470-4285	11/04/2015		54.98
Vendor: 2173 - Family Support Payment Center									
	11/25/2015	INV0000874	Case# 99FC-1683	Case# 99FC-1683	Payroll Pass-Through	10-200-2165	11/25/2015		400.00
	11/25/2015	INV0000876	Case# 1211-FC00362	Case# 1211-FC00362	Payroll Pass-Through	10-200-2165	11/25/2015		250.00
	11/25/2015	INV0000875	Order ID# 095L-DR01267	Order ID# 095L-DR01267	Payroll Pass-Through	10-200-2165	11/25/2015		213.70
Vendor: 0122 - Froesel Oil Co.									
	11/25/2015	000254554	6004 Gal. Reg. Unleaded Gas	2015 Bulk Reg. Unleaded Gas	Gas & Oil	10-440-4315	11/18/2015		9,676.70
Vendor: 2557 - Fundraising Brick, LLC									
	11/25/2015	5796	Reg. Brick 4x8x2, (4) Reg Brick-3 line, Brick 8x8x2	Regimental Red Brick 4x8x2 - 3 Lines	Miscellaneous	10-475-4325	11/19/2015		84.00
	11/25/2015	5796	Reg. Brick 4x8x2, (4) Reg Brick-3 line, Brick 8x8x2	Regimental red Mini 3x3x1-mini replica brick	Miscellaneous	10-475-4325	11/19/2015		37.00
	11/25/2015	5796	Reg. Brick 4x8x2, (4) Reg Brick-3 line, Brick 8x8x2	Regimental Red Brick 8x8x2 - 6 line	Miscellaneous	10-475-4325	11/19/2015		36.00
	11/25/2015	5796	Reg. Brick 4x8x2, (4) Reg Brick-3 line, Brick 8x8x2	Regimental Red Brick 4x8x2 - 1 line	Miscellaneous	10-475-4325	11/19/2015		21.00
Vendor: 01160 - Hixson, Andy									
	11/25/2015	INV0000870	HSA Contribution	HSA Contribution	Payroll Pass-Through	10-200-2165	11/25/2015		216.67
Vendor: 0421 - Home Depot Credit Services									
	11/25/2015	0021150	(2)pkg 11W LED bulbs, pkg 60W brt wht bulbs	(2)pkg 11W LED bulbs, pkg 60W brt wht bulbs	Field Supplies	10-470-4220	11/10/2015		30.91
	11/25/2015	1023877	Items for City Hall water line repairs	7oz Flux, Water sol. flux, Bernzomatic pro cylinde	Building - Maintenance & Re	10-470-4295	10/20/2015		29.04
	11/25/2015	1023877	Items for City Hall water line repairs	1/2" Acid Flux Brushes, 3/4" Tube Cleaning Brush	Building - Maintenance & Re	10-470-4295	10/20/2015		3.47
	11/25/2015	1023877	Items for City Hall water line repairs	9"x12" Flame protector, 1/2" Hwy Dty fitting brush	Building - Maintenance & Re	10-470-4295	10/20/2015		3.55
	11/25/2015	1023878	(2) 1/2" COP Coupling - City Hall water line repair	(2) 1/2" COP Coupling - City Hall water line repair	Building - Maintenance & Re	10-470-4295	10/20/2015		1.60
	11/25/2015	2023657	Under cabinet lights for City Hall	Under cabinet lights for City Hall	Building - Maintenance & Re	10-470-4295	10/19/2015		74.91
	11/25/2015	5024704	12" Angle Broom w/ dust pa	12" Angle Broom w/ dust pa	Building - Maintenance & Re	10-470-4295	10/26/2015		8.97
	11/25/2015	5082921	Hvy Dty Dust Pan	Hvy Dty Dust Pan	Building - Maintenance & Re	10-470-4295	11/05/2015		5.58
	11/25/2015	8021502	Toggle bolt, wood screws, bolt snap, eye bolts	Toggle bolt, wood screws, bolt snap, eye bolts	Field Supplies	10-470-4220	11/12/2015		10.64
	11/25/2015	8024294	Supplies for City Hall water line repair	1/2" Cap, 1/2" Tee, Stud guard, Angle stop, valve	Building - Maintenance & Re	10-470-4295	10/23/2015		20.52
	11/25/2015	8025768	(4) Cello PK sponges	(4) Cello PK sponges	Building - Maintenance & Re	10-470-4295	11/02/2015		2.69
Vendor: 01160 - Hixson, Andy Total:									
									171.80
Vendor: 0122 - Froesel Oil Co. Total:									
									9,676.70
Vendor: 2557 - Fundraising Brick, LLC Total:									
									178.00
Vendor: 0421 - Home Depot Credit Services Total:									
									216.67
Vendor: 01160 - Hixson, Andy Total:									
									216.67

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Agenda Item **7a**

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
11/25/2015	8135230	Credit for sales tax chg'd on Inv 8025768	Inv 8025768	Building - Maintenance & Re	10-470-4295	11/02/2015	-0.21
11/25/2015	9011997	1/2" copper ELL, 1/2"x2' copper pipe, 90 deg ELL	1/2" copper ELL, 1/2"x2' copper pipe, 90 deg ELL	Building - Maintenance & Re	10-470-4295	10/22/2015	5.75
Vendor: 2303 - Ideal Landscape Construction, Inc.							
11/25/2015	App. #3 - Channel B	2015 Channel B Improvements - November	2015 Channel B Improvements Project	Storm Water Projects	60-470-6510	11/24/2015	197.42
Vendor: 0903 - K & K Supply							
11/25/2015	525724	Brn Artic Overall, (2) Brn Zip-Hip Lnd Overall	Brn Artic Overall, (2) Brn Zip-Hip Lnd Overall	Uniforms & Equipment	10-470-4160	10/30/2015	264.61
11/25/2015	526350	Daily rental of 50' Bucket lift w/safety harness	Daily rental of 50' Bucket lift w/safety harness	Equipment Rental	10-460-4280	11/04/2015	240.00
11/25/2015	526574	Oil pump drive worm-gear, spring, chain clutch	Oil pump drive worm-gear, spring, chain clutch	Equipment - Maintenance &	10-470-4290	11/05/2015	43.47
Vendor: 0932 - L. Krupp Construction Inc.							
11/25/2015	2015 Overlay - Final Inv.	Asphalt Overlay Projects	Asphalt Overlay to parts of Hanna & Old Sulphur Rd	Concrete Street Replacemen	50-470-6310	11/16/2015	151,906.60
11/25/2015	2015 Overlay - Final Inv.	Asphalt Overlay Projects	Asphalt Overlay & Drainage - Schroeder Park Parking	Building & Site Improvement	60-460-6210	11/16/2015	30,321.75
Vendor: 0183 - Leon Uniform							
11/25/2015	360571 - 10/28/15	(2)Pants, (2)Polo, softshell Navy - L. Guese	(2)Pants, (2)Polo, softshell Navy - L. Guese	Uniforms & Equipment	10-440-4160	11/01/2015	362.99
Vendor: 1250 - Lewis, Rice & Fingersh, L.L.C.							
11/25/2015	1237906	Legal Services on behalf of Pool Tax Consortium	Legal Services on behalf of Pool Tax Consortium	Professional Fees	10-420-4165	11/11/2015	2,860.00
Vendor: 0185 - Mark S. Levitt							
11/25/2015	1 hr. Prof. Fee - 11/23/15	1 hour Prosecutor services - 11/23/15	City vs. Z. Prosecutor Services - 1 hr.	Professional Fees	10-480-4165	11/23/2015	125.00
11/25/2015	Nov. '15 Retainer	November Retainer - Prosecutor	November Retainer - Prosecutor	Professional Fees	10-480-4165	11/13/2015	1,800.00
Vendor: 1410 - Metropark Communications, Inc.							
11/25/2015	243904	Phone, Cloud & Web Services 10/25-11/24/15	Phone, Cloud & Web Services 10/25-11/24/15	Telephone	10-420-4245	11/25/2015	2,247.57
Vendor: 1410 - Metropark Communications, Inc. Total:							
							2,247.57
Vendor 0421 - Home Depot Credit Services Total:							
							197.42
Vendor 2303 - Ideal Landscape Construction, Inc. Total:							
							94,960.86
Vendor 0903 - K & K Supply Total:							
							548.08
Vendor 0932 - L. Krupp Construction Inc. Total:							
							182,228.35
Vendor 0183 - Leon Uniform Total:							
							362.99
Vendor 1250 - Lewis, Rice & Fingersh, L.L.C. Total:							
							2,860.00
Vendor 0185 - Mark S. Levitt Total:							
							1,925.00
Vendor 1410 - Metropark Communications, Inc. Total:							
							2,247.57

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/22/2015 - 11/28/2015	Amount
	11/25/2015	193752	Service to City Sewer Accts. - 9/1-10/31/15	Service to City Hall - 9/1-10/31/15	Sewer	10-420-4255	11/09/2015		76.59
	11/25/2015	193752	Service to City Sewer Accts. - 9/1-10/31/15	Service to Police Facility - 9/1-10/31/15	Sewer	10-440-4255	11/09/2015		426.48
	11/25/2015	193752	Service to City Sewer Accts. - 9/1-10/31/15	Service to Aquatic Center - 9/1-10/31/15	Sewer	10-450-4255	11/09/2015		3,787.35
	11/25/2015	193752	Service to City Sewer Accts. - 9/1-10/31/15	Service to 222 Henry Ave. - 9/1-10/31/15	Sewer	10-460-4255	11/09/2015		54.12
	11/25/2015	193752	Service to City Sewer Accts. - 9/1-10/31/15	Service to St. Joseph Lane - 9/1-10/31/15	Sewer	10-460-4255	11/09/2015		47.70
	11/25/2015	193752	Service to City Sewer Accts. - 9/1-10/31/15	Service to 202 Sulphur Spring Rd. - 9/1-10/31/15	Sewer	10-460-4255	11/09/2015		140.79
	11/25/2015	193752	Service to City Sewer Accts. - 9/1-10/31/15	Service to 800 2nd St. - 9/1-10/31/15	Sewer	10-470-4255	11/09/2015		108.69
	11/25/2015	Nov. '15 Retainer	November Retainer - Judge	November Retainer - Judge	Professional Fees	10-480-4165	11/13/2015	Vendor 0197 - Metropolitan St. Louis Sewer District Total:	4,641.72
	11/25/2015	47855	Monthly sales tax report - October	Monthly sales tax report - October	Professional Fees	30-475-4165	11/06/2015	Vendor 1279 - Michael P. Gunn Total:	1,800.00
	11/26/2015	INV0000879	Payroll State Tax Withholding	Payroll State Tax Withholding	Payroll Pass-Through	10-200-2165	11/25/2015	Vendor 2192 - Missouri Department of Revenue Total:	35.00
	11/25/2015	36190	(36) Pails Pavement emulsio	(36) Pails Pavement emulsio	Streets - Maintenance & Rep	10-470-4310	11/02/2015	Vendor 0223 - Missouri Dept. Of Revenue - County Tax Section Total:	5,452.00
	11/25/2015	6035447	Office supplies - October	(2) Boxes 2" rass Fastener	Office Supplies	10-420-4215	10/31/2015	Vendor 0217 - Missouri Petroleum Products Co. Total:	1,080.00
	11/25/2015	6035447	Office supplies - October	Box Linen Paper	Office Supplies	10-420-4215	10/31/2015		31.98
	11/25/2015	6035447	Office supplies - October	Post-it notes,(6) 22x17 deskpad	Office Supplies	10-420-4215	10/31/2015		23.99
	11/25/2015	6035447	Office supplies - October	10X12 Blk Planner, File storage boxes, env moisten	Office Supplies	10-420-4215	10/31/2015		29.62
	11/25/2015	6035447	Office supplies - October	(2) 24x36 ERS,AAG, RDBL Calendars, Wall Calendar	Office Supplies	10-420-4215	10/31/2015		43.00
	11/25/2015	6035447	Office supplies - October	Wall Calendar, (3 Cases copy paper,Dz 5x8 Lgl Pad	Office Supplies	10-420-4215	10/31/2015		46.97
	11/25/2015	6035447	Office supplies - October	CE505A Blk Toner,Rubberbands, Box 28 lb clasp Env.	Office Supplies	10-420-4215	10/31/2015		120.75

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Payable Number

Description (Payable)

Description (Item)

Account Name

Account Number

Post Date

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11/25/2015	6035447	Office supplies - October	Box Clasp Env. 9x12, Epson Ink Cart. Blk	Office Supplies	10-420-4215	10/31/2015	30.99
11/25/2015	6035447	Office supplies - October	(3) USB Cable mini pin 6'	Equipment - Maintenance & Equipment - Maintenance &	10-425-4290	10/31/2015	41.99
11/25/2015	6035447	Office supplies - October	Desktop memory 2 GB, (2) Speakers, Cable, USB	Equipment - Maintenance & Equipment - Maintenance &	10-425-4290	10/31/2015	118.66
11/25/2015	6035447	Office supplies - October	File storage boxes, File labels, (3) box Folders	Office Supplies	10-430-4215	10/31/2015	55.11
11/25/2015	6035447	Office supplies - October	CF280A Blk Toner Cartridge	Office Supplies	10-430-4215	10/31/2015	93.99
11/25/2015	6035447	Office supplies - October	File storage boxes	Office Supplies	10-430-4215	10/31/2015	29.99
11/25/2015	6035447	Office supplies - October	3 pk 4GB Sotengo Flash Drive, Box File Folders	Office Supplies	10-460-4215	10/31/2015	26.82
11/25/2015	6035447	Office supplies - October	(1) Case Copy Paper	Office Supplies	10-460-4215	10/31/2015	37.49
11/25/2015	6035447	Office supplies - October	(2) Desktop 22x17 calendar, Wall Calendar	Office Supplies	10-460-4215	10/31/2015	19.79
11/25/2015	6035447	Office supplies - October	Box Ret Wht Label, (3) 9x11 Blk Planner	Office Supplies	10-460-4215	10/31/2015	62.36
11/25/2015	6035447	Office supplies - October	Desktop std Calculator	Office Supplies	10-460-4215	10/31/2015	5.91
11/25/2015	6035447	Office supplies - October	(2) pk 10 Blk Ballpoint Pens	Office Supplies	10-470-4215	10/31/2015	1.44
11/25/2015	6035447	Office supplies - October	(2) Cases copy paper, HP Toner Cart. Blk,	Office Supplies	10-480-4215	10/31/2015	156.67
11/25/2015	6035447	Office supplies - October	HP Yellow Toner, Rm Goldrod paper, HP90X Toner Blk	Office Supplies	10-480-4215	10/31/2015	358.02
11/25/2015	6035447	Office supplies - October	HP Cyan Toner Cart.	Office Supplies	10-480-4215	10/31/2015	84.99
11/25/2015	6035447	Office supplies - October	Exec Office Chair - Dave Fox	Machinery and Equipment	50-470-6410	10/31/2015	206.99
11/25/2015	6035447	Office supplies - October	(200) Color copies	Program Supplies	85-485-4210	10/31/2015	42.00
11/25/2015	6035447	Office supplies - October	(50) 20 Wt paper copies, (50) Color copies, cutting	Program Supplies	85-485-4210	10/31/2015	3.45
Vendor 2179 - Republic Services - #346							
11/25/2015	0346-017646438	Trash Services - November	Trash Services - November	Waste Management Progra	10-470-4360	11/15/2015	1,751.04
Vendor 0850 - Royal Gate Auto Plaza							
11/25/2015	305323	Fuel tank mounting straps - Truck 210	Fuel tank mounting straps - Truck 210	Vehicle - Maintenance & Rep	10-470-4285	11/06/2015	64.84
11/25/2015	305349	License plate light sockets - Truck 210	License plate light sockets - Truck 210	Vehicle - Maintenance & Rep	10-470-4285	11/06/2015	25.42
Vendor 0291 - Simpson Construction Material, LLC							
11/25/2015	6226796	(7.0) Tons COMM Asphalt - Tickets# 44490, 44504	(7.0) Tons COMM Asphalt - Tickets# 44490, 44504	Streets - Maintenance & Rep	10-470-4310	11/02/2015	316.75
11/25/2015	6226807	(8.01) Tons COMM Asphalt - Tickets #44525, 44537	(8.01) Tons COMM Asphalt - Tickets #44525, 44537	Streets - Maintenance & Rep	10-470-4310	11/03/2015	362.45

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/22/2015 - 11/28/2015	Amount
	11/25/2015	6226817	(3.99) Tons COMM Asphalt - ticket #44554	(3.99) Tons COMM Asphalt - ticket #44554	Streets - Maintenance & Rep	10-470-4310	11/04/2015		180.55
Vendor: 0306 - St. Louis Co. Municipal League	11/19/15 - R. Baumann		Training seminar - R. Baumann - Pub. Wks Contracts	Training seminar - R. Baumann - Pub. Wks Contracts	Travel/Meetings	Vendor 0291 - Simpson Construction Material, LLC Total: 10-410-4175	11/19/2015		859.75
Vendor: 1107 - St. Luke's Hospital - Community Outreach	PtW2015-11-19-2		Holiday Nutrition - Lunch N Learn	Holiday Nutrition - Lunch N Learn	Miscellaneous	Vendor 0306 - St. Louis Co. Municipal League Total: 10-420-4325	11/19/2015		10.00
Vendor: 2411 - Staples Advantage	8036653177 / 1060969		October Office Supplies	Bx Top tab folder w/pocket, (2) Case copy paper	Office Supplies	Vendor 1107 - St. Luke's Hospital - Community Outreach Total: 10-440-4215	10/31/2015		102.97
	8036653177 / 1060969		October Office Supplies	12 Blk Pens, 8 pk AA Batteries, Sm Binderclips, Pen	Office Supplies	10-440-4215	10/31/2015		16.71
Vendor: 2365 - SureSource	P417322101011		8" Consecutive Timecards	8" Consecutive Timecards	Office Supplies	Vendor 2411 - Staples Advantage Total: 10-450-4215	11/07/2015		134.76
Vendor: 0324 - Terrafil Incorporated	0000006725		(2) Loads Clean Fill to Landfill	(2) Loads Clean Fill to Landfill	Streets - Maintenance & Rep	Vendor 2365 - SureSource Total: 10-470-4310	11/03/2015		96.00
Vendor: 1307 - The Pointe at Ballwin Commons	Family Bingo - 11/12/15		Registration & costs for Family Bingo w/Ballwin	Registration & costs for Family Bingo w/Ballwin	Program Supplies	Vendor 0324 - Terrafil Incorporated Total: 10-460-4210	11/19/2015		65.00
Vendor: 0328 - Tire Shredders Unlimited	246749		(17) Passenger tires recycled	(17) Passenger tires recycled	Waste Management Progra	Vendor 1307 - The Pointe at Ballwin Commons Total: 10-470-4360	11/18/2015		65.00
Vendor: 1652 - Tope Plumbing, Inc.	102895		312 Croydon - Sewer Repair	312 Croydon - Sewer Repair	Capital Improvement	Vendor 0328 - Tire Shredders Unlimited Total: 70-470-4500	11/11/2015		2,260.00
	102896		1023 Treetop Trail - Sewer Repair	1023 Treetop Trail - Sewer Repair	Capital Improvement	70-470-4500	11/11/2015		2,380.00
	102897		572 Bridgebend - Camera & Cable only	572 Bridgebend - Camera & Cable only	Capital Improvement	70-470-4500	11/11/2015		360.00
	102898		952 Queensbridge - Camera & Cable only	952 Queensbridge - Camera & Cable only	Capital Improvement	70-470-4500	11/11/2015		360.00
	102899		1211 Auber - Camera only	1211 Auber - Camera only	Capital Improvement	70-470-4500	11/11/2015		260.00
	102900		1128 Hobbs Mill - Camera only	1128 Hobbs Mill - Camera only	Capital Improvement	70-470-4500	11/11/2015		260.00

Board Approval Report

Agenda Item 7a

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
11/25/2015	102901	700 Rockhurst - Sewer Repair	700 Rockhurst - Sewer Repair	Capital Improvement	70-470-4500	11/11/2015	2,110.00
11/25/2015	102911	611 Burwick Terr. - Camera only	611 Burwick Terr. - Camera only	Capital Improvement	70-470-4500	11/12/2015	260.00
Vendor: 1824 - Traffic Control Company							8,250.00
11/25/2015	0004847-IN	(24) Marking paint - pink fluor.	(24) Marking paint - pink fluor.	Field Supplies	10-470-4220	11/03/2015	70.80
Vendor: 1824 - Traffic Control Company Total:							70.80
Vendor: 1043 - Westport Pools, Inc.							
11/25/2015	458659	Stenner Dual 170GPD pump	Stenner Dual 170GPD pump	Small Tools & Equipment	10-450-4320	11/12/2015	488.34
Vendor 1043 - Westport Pools, Inc. Total:							488.34
Grand Total:							449,218.32



Manchester, MO

Board Approval Report By Vendor Name

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
Payment Dates 11/29/2015 - 12/5/2015							
12/01/2015	2592605110 - 11/16/15	Service to 740 Sherwick Terr. - 10/14-11/13/15	Service to 740 Sherwick Terr. - 10/14-11/13/15	Street Lighting	10-470-4236	11/16/2015	24.41
12/02/2015	0222209116 - 11/25/15	Service to Manch./141 Bridge - 10/22-11/23/15	Service to Manch./141 Bridge - 10/22-11/23/15	Street Lighting	10-470-4236	11/25/2015	11.23
Vendor: 0010 - Ameren Missouri Total:							35.64
12/02/2015	144534	Decorations & supplies for Breakfast w/Santa	Decorations & supplies for Breakfast w/Santa	Program Supplies	10-460-4210	11/12/2015	367.47
Vendor: 0011 - American Carnival Mart							367.47
Vendor: 1029 - Aramark Uniform Services							
12/02/2015	452-0472058	Uniforms cleaned, Mats & Shop Towels, Mats - 11/25/1	Mats - 11/25/15	Uniforms & Equipment	10-460-4160	11/25/2015	9.50
12/02/2015	452-0472058	Uniforms cleaned, Mats & Shop Towels, Mats - 11/25/1	Uniforms cleaned - 11/25/15	Uniforms & Equipment	10-470-4160	11/25/2015	71.46
12/02/2015	452-0472058	Uniforms cleaned, Mats & Shop Towels, Mats - 11/25/1	Mats & Shop Towels - 11/25/15	Building - Maintenance & Re	10-470-4295	11/25/2015	33.95
Vendor: 1029 - Aramark Uniform Services Total:							114.91
Vendor: 0022 - Arco Lawn Equipment, Inc.							
12/02/2015	157422	(2) Annular buffer, chain catcher, Grn Xline	(2) Annular buffer, chain catcher, Grn Xline	Equipment - Maintenance &	10-460-4290	11/10/2015	84.36
12/02/2015	158095	20" chainsaw blade purch., annular buffer returned	20" chainsaw blade purch., annular buffer returned	Small Tools & Equipment	10-460-4320	11/17/2015	32.30
Vendor: 0022 - Arco Lawn Equipment, Inc. Total:							116.66
Vendor: 0047 - Barnes Care							
12/02/2015	00493990-00	Random drug testing - 11/19/15 - D. Cooper	Random drug testing - 11/19/15 - D. Cooper	Professional Fees	10-420-4165	11/23/2015	64.00
Vendor: 0047 - Barnes Care Total:							64.00
Vendor: 0529 - Bobcat of St Louis							
12/02/2015	P48410	(70) Planner teeth for pavement milling	(70) Planner teeth for pavement milling	Streets - Maintenance & Rep	10-470-4310	11/02/2015	697.20
12/02/2015	P48618	Returned Spring Kit - less restock chg.	Returned Spring Kit - less restock chg.	Equipment - Maintenance &	10-470-4290	11/05/2015	-85.76
Vendor: 0529 - Bobcat of St Louis Total:							611.44

Agenda Item 1a

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/29/2015 - 12/5/2015	Amount
	Vendor: 1037 - Canon Financial Services, Inc.	15495990	Copier/Graphics Equip. - Nov. Meter usage - Oct.	Copier/Graphics Equip. - Nov., Meter usage - Oct.	Equipment Rental	10-425-4280	11/12/2015		139.83
	Vendor: 2290 - CDD, LLC	9111064254-10/27/15	Document shredding Serv. - City Hall - 10/26/15	Document shredding Serv. - City Hall - 10/26/15	Equipment - Maintenance &	10-425-4290	11/01/2015		18.72
	Vendor: 2455 - Charter Communications	8345780320194701 - 11/17/	Document shredding serv. - Police Facility-11/2/15	Document shredding serv. - Police Facility-11/2/15	Equipment - Maintenance &	10-425-4290	11/02/2015		37.44
	Vendor: 2414 - Chuck's Boots	15-8405	Cable service to Police Facility - November	Cable service to Police Facility - November	Dues & Subscriptions	10-440-4260	11/17/2015	Vendor 2290 - CDD, LLC Total:	139.83
	Vendor: 2171 - Commerce Color	39689	Work boots-P. Schweickhardt, C. Waterhouse	Work boots-P. Schweickhardt, C. Waterhouse	Uniforms & Equipment	10-460-4160	11/21/2015	Vendor 1037 - Canon Financial Services, Inc. Total:	119.56
	Vendor: 2635 - Contractors & Municipal Sweeping Service, Inc.	24722	Work boots-P. Schweickhardt, C. Waterhouse, B. Ruck	Work boots- B. Ruck	Uniforms & Equipment	10-470-4160	11/21/2015	Vendor 2455 - Charter Communications Total:	259.99
	Vendor: 0090 - County Treasurer - St. Louis Co.	Nov. '15 Dom. Viol. Collection	(78) 50"x30" Pole Banners w/design chg.	(78) 50"x30" Pole Banners w/design chg.	Machinery and Equipment	60-460-6410	11/25/2015	Vendor 2171 - Commerce Color Total:	4,869.00
	Vendor: 1301 - Deep Kleen and Maintenance, LLC	MC/11/15	Sweep all streets in City - Fall Sweep 10/26-11/4/	Sweep all streets in City - Fall Sweep 10/26-11/4/	Streets - Maintenance & Rep	10-470-4310	11/18/2015	Vendor 2635 - Contractors & Municipal Sweeping Service, Inc. Total:	3,125.00
	Vendor: 0729 - E.H. Glueck & Co., Inc.	78990	November Domestic Violence Collections Paymen	November Domestic Violence Collections Paymen	Domestic Violence DV	10-540-5430	11/30/2015	Vendor 0090 - County Treasurer - St. Louis Co. Total:	304.00
	Vendor: 1301 - Deep Kleen and Maintenance, LLC	78990	Janitorial Services - Novemb	Janitorial Services - Novemb	Building - Maintenance & Re	10-470-4295	12/01/2015	Vendor 1301 - Deep Kleen and Maintenance, LLC Total:	1,850.00
	Vendor: 0729 - E.H. Glueck & Co., Inc.	78990	N.S. Balsam 20' Tree - City Hall	N.S. Balsam 20' Tree - City Hall	Public Relations	10-410-4170	11/24/2015	Vendor 0729 - E.H. Glueck & Co., Inc. Total:	350.00

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/29/2015 - 12/5/2015	Amount
	Vendor: 0110 - Elco Chevrolet Inc	316245	(10) Copper washers for brake caliper hoses	(10) Copper washers for brake caliper hoses	Vehicle - Maintenance & Rep	10-470-4285	11/23/2015		48.60
	Vendor: 1805 - Eureka Rental LLC	57228	3pk 52" slope deck blades,Oil filters, air filters	3pk 52" slope deck blades,Oil filters, air filters	Equipment - Maintenance &	10-460-4290	12/01/2015	Vendor 0110 - Elco Chevrolet Inc Total:	48.60
	Vendor: 2756 - Factory Motor Parts	57-824098	Returned Windshield washer pump & fluid reservoir	Returned Windshield washer pump & fluid reservoir	Vehicle - Maintenance & Rep	10-470-4285	11/04/2015	Vendor 1805 - Eureka Rental LLC Total:	812.41
	12/02/2015	57-827326	Front brake rotor & pads, front hub seal-truck150	Front brake rotor & pads, front hub seal-truck150	Vehicle - Maintenance & Rep	10-470-4285	11/17/2015		-79.06
	12/02/2015	57-827351	Rear brake pad kit, rotor, bearing seals-truck150	Rear brake pad kit, rotor, bearing seals-truck150	Vehicle - Maintenance & Rep	10-470-4285	11/17/2015		240.65
	12/02/2015	57-827905	Brake calipers & caliper hoses - truck 150	Brake calipers & caliper hoses - truck 150	Vehicle - Maintenance & Rep	10-470-4285	11/17/2015		585.81
	12/02/2015	59-304970	Heater blend door actuator - car 510	Heater blend door actuator - car 510	Vehicle - Maintenance & Rep	10-470-4285	11/17/2015		2,903.23
	Vendor: 0130 - Geldbach Petroleum	75859654/ #202036825	(6) 20 lb. propane gas cylinders filled	(6) 20 lb. propane gas cylinders filled	Gas & Oil	10-470-4315	11/13/2015	Vendor 2756 - Factory Motor Parts Total:	3,709.34
	12/02/2015	(2) Holiday Luncheon	GFOA Lunch/Mtg - 12/9/15- D. Tuberty, C. Sweeney	GFOA Lunch/Mtg - 12/9/15- D. Tuberty, C. Sweeney	Travel/Meetings	10-430-4175	11/24/2015	Vendor 0130 - Geldbach Petroleum Total:	120.00
	12/02/2015	(2) Holiday Luncheon	GFOA Lunch/Mtg - 12/9/15- D. Tuberty, C. Sweeney	GFOA Lunch/Mtg - 12/9/15- D. Tuberty, C. Sweeney	Travel/Meetings	10-430-4175	11/24/2015		40.00
	Vendor: 0595 - GO2 Partners	444354	(Box)Letterhead & (250) business cards - E. Kennett	(Box)Letterhead &(250) business cards - E. Kennett	Office Supplies	10-475-4215	11/10/2015	Vendor 1033 - GFOA of St. Louis Total:	80.00
	12/02/2015	9892061012	500' Pallet Netting Stretch Wrap, Cir	500' Pallet Netting Stretch Wrap, Cir	Small Tools & Equipment	10-460-4320	11/12/2015	Vendor 0595 - GO2 Partners Total:	127.84
	12/02/2015	9895073261	Carpet/Floor Dryer - 120V, 500 CFM yellow	Carpet/Floor Dryer - 120V, 500 CFM yellow	Building - Maintenance & Re	10-470-4295	11/17/2015		47.30
	Vendor: 2454 - Guardian - Appleton	#00 468234 - Dec. 2015	December Dental & LTD Premium	December Dental Premium	Dental Insurance	10-420-4140	12/01/2015	Vendor 0135 - Grainger Total:	156.89
	12/01/2015								395.60

Agenda Item 7a

Board Approval Report		Payment Dates: 11/29/2015 - 12/5/2015	
Payment Date	Payable Number	Description (Payable)	Amount
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	70.70
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	58.61
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	4.74
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	161.16
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	37.89
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	3,341.64
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	562.96
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	673.98
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	108.72
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	1,318.62
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	200.72
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	351.66
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	51.39
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	293.05
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	33.52
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	43.94
12/01/2015	#00 468234 - Dec. 2015	December Dental & LTD Premium	9.53
Vendor: 0903 - K & K Supply			7,718.43
12/02/2015	527151	Stihl MS250 chain saw parts	24.55
Vendor: 0859 - Kirkwood Material Supply, Inc.			24.55
12/02/2015	237306/1	(4) yds Topsoil	24.55
Vendor: 0174 - Laclede Gas Company			95.40
12/01/2015	0214411000 - 11/20/15	Service to Pub. Wks. Bldg. - 10/23-11/19/15	95.40
Vendor: 0859 - Kirkwood Material Supply, Inc. Total:			138.03
Vendor: 2454 - Guardian - Appleton Total:			7,718.43
Vendor: 0903 - K & K Supply Total:			24.55
Vendor: 0859 - Kirkwood Material Supply, Inc. Total:			95.40

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
12/01/2015	2439570000 - 11/20/15	Service to City Hall - 10/23-11/19/15	Service to City Hall - 10/23-11/19/15	Gas	10-420-4240	11/20/2015	124.28
12/01/2015	6319311000 - 11/20/15	Service to Aquatic Center - 10/23-11/19/15	Service to Aquatic Center - 10/23-11/19/15	Gas	10-460-4240	11/20/2015	37.72
12/01/2015	8269201000 - 11/20/15	Service to Park Maint. - 10/23-11/19/15	Service to Park Maint. - 10/23-11/19/15	Gas	10-460-4240	11/20/2015	65.09
Vendor: 1293 - Lowe's Companies, Inc.							365.12
12/02/2015	901480	Credit for deposit - return of insulation machine	Credit for deposit - return of insulation machine	Building - Maintenance & Re	10-460-4295	11/02/2015	-237.50
12/02/2015	901551 - 11/19/15	(15) 4"x4"x8" Alum Step, (1) Bags Pea Gravel	(15) 4"x4"x8" Alum Step, (1) Bags Pea Gravel	Parks-Maintenance & Repair	10-460-4312	11/19/2015	36.55
12/02/2015	901626	1/4" Washers, 3/8" zinc flat washers	1/4" Washers, 3/8" zinc flat washers	Field Supplies	10-470-4220	11/04/2015	16.30
12/02/2015	902030	Insulation machine deposit, Pro blow in fiberglass	Insulation machine deposit, Pro blow in fiberglass	Building - Maintenance & Re	10-460-4295	11/02/2015	399.02
12/02/2015	902061 - 11/16/15	3/4" female hose hardware, 5/8" male hose hardware	3/4" female hose hardware, 5/8" male hose hardware	Small Tools & Equipment	10-460-4320	11/16/2015	82.50
12/02/2015	902088 - 10/27/15	8" Steel Pry bar	8" Steel Pry bar	Small Tools & Equipment	10-470-4320	10/27/2015	9.48
12/02/2015	902096	(4) 1 1/2"x10" Pipe, PVC 90 Elbow, (4) Coupling	(4) 1 1/2"x10" Pipe, PVC 90 Elbow, (4) Coupling	Building - Maintenance & Re	10-460-4295	11/16/2015	42.38
12/02/2015	902103	(3) 5/8" or 3/4" HS EN wrench	(3) 5/8" or 3/4" HS EN wrench	Small Tools & Equipment	10-460-4320	11/16/2015	9.93
12/02/2015	902137 - 11/2/15	3 3/4x36-1/4 Nails	3 3/4x36-1/4 Nails	Building - Maintenance & Re	10-460-4295	11/02/2015	13.27
12/02/2015	902159	1/2" PVC fuse box, 4" Sq. cover flat - Electrical	1/2" PVC fuse box, 4" Sq. cover flat - Electrical	Building - Maintenance & Re	10-470-4295	10/27/2015	7.17
12/02/2015	902204 - 10/28/15	8 oz PVC Cement - plumbing pipe adhesive	8 oz PVC Cement - plumbing pipe adhesive	Building - Maintenance & Re	10-470-4295	10/28/2015	4.64
12/02/2015	902215	Elec. parts - Rect. Box, Male terminal,cir.brkr	Elec. parts - Rect. Box, Male terminal,cir.brkr	Building - Maintenance & Re	10-470-4295	10/28/2015	41.67
12/02/2015	902307 - 11/03/15	Ground wire, qt. polyurethane paint	Ground wire, qt. polyurethane paint	Building - Maintenance & Re	10-460-4295	11/03/2015	21.35
12/02/2015	902318	Materials for evidence room wall construction	Materials for evidence room wall construction -PD	Building - Maintenance & Re	10-470-4295	11/03/2015	318.71
12/02/2015	902345	(4) Utilitech 85 lumens LED Bulbs	(4) Utilitech 85 lumens LED Bulbs	Building - Maintenance & Re	10-470-4295	11/18/2015	22.68
12/02/2015	902402 - 11/03/15	(10)15 Amp blk conn.,15 Amp blk plug,36" threshold	(10)15 Amp blk conn.,15 Amp blk plug,36" threshold	Building - Maintenance & Re	10-460-4295	11/03/2015	56.53
12/02/2015	902406 - 11/11/15	Metal parts for Bobcat sweeper attachment repair	Metal parts for Bobcat sweeper attachment repair	Equipment - Maintenance &	10-470-4290	11/11/2015	74.00
12/02/2015	902421 - 11/18/15	6 pc. wire brush set	6 pc. wire brush set	Small Tools & Equipment	10-470-4320	11/18/2015	15.18
12/02/2015	902473 - 11/4/15	8x3/4 screws, 3 1/2x15 satin nickel door pull	8x3/4 screws, 3 1/2x15 satin nickel door pull	Building - Maintenance & Re	10-460-4295	11/04/2015	42.69
12/02/2015	902484	Roundup 2 Gal Tank Sprayer	Roundup 2 Gal Tank Sprayer	Small Tools & Equipment	10-470-4320	11/04/2015	18.97
12/02/2015	902505 - 11/4/15	Materials for evidence room wall construction	Materials for evidence room wall construction	Building - Maintenance & Re	10-470-4295	11/04/2015	54.39
12/02/2015	902616 - 11/12/15	(10) Bags Pea Gravel	(10) Bags Pea Gravel	Parks-Maintenance & Repair	10-460-4312	11/12/2015	28.30

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
12/02/2015	902710 - 11/20/15	20'x30' Blue/green tarp, (2) Lysol Disinfectant	20'x30' Blue/green tarp, (2) Lysol Disinfectant	Small Tools & Equipment	10-460-4320	11/20/2015	75.09
12/02/2015	902755 - 11/06/15	(4) 60 lb Mortar mix	(4) 60 lb Mortar mix	Streets - Maintenance & Rep	10-470-4310	11/06/2015	12.72
12/02/2015	902797 - 11/6/15	(5) 60 lb Mortar mix	(5) 60 lb Mortar mix	Streets - Maintenance & Rep	10-470-4310	11/06/2015	15.90
12/02/2015	902936 - 10/26/15	50 Lb All Purpose Sand	50 Lb All Purpose Sand	Streets - Maintenance & Rep	10-470-4310	10/26/2015	2.99
12/02/2015	909005	(4) 50 Gal. Blue Rugged tote - for Christmas bows	(4) 50 Gal. Blue Rugged tote - for Christmas bows	Field Supplies	10-470-4220	11/11/2015	83.52
12/02/2015	909989	(4) LED 60W Equivalent Bulb, LED 17W Bulb	(4) LED 60W Equivalent Bulb, LED 17W Bulb	Building - Maintenance & Re	10-470-4295	11/05/2015	66.40
12/02/2015	916724	Returned (10) Bags Pea Gravel	Returned (10) Bags Pea Gravel	Parks-Maintenance & Repair	10-460-4312	11/16/2015	-28.30
12/02/2015	918298	Returned 3/4" Female Hose Hardware	Returned 3/4" Female Hose Hardware	Small Tools & Equipment	10-460-4320	11/17/2015	-33.07
Vendor 1293 - Lowe's Companies, Inc. Total:							1,271.46
Vendor: 0223 - Missouri Dept. Of Revenue - County Tax Section							
12/02/2015	Nov. 15 CVC Collections	November CVC Collections	November CVC Collections	Crime Victim Compensation	10-540-5420	11/30/2015	1,083.00
Vendor 0223 - Missouri Dept. Of Revenue - County Tax Section Total:							1,083.00
Vendor: 0217 - Missouri Petroleum Products Co.							
12/02/2015	36344	(36) Pails 551H Asphalt Tack Coat	(36) Pails 551H Asphalt Tack Coat	Streets - Maintenance & Rep	10-470-4310	11/19/2015	1,080.00
Vendor 0217 - Missouri Petroleum Products Co. Total:							1,080.00
Vendor: 2041 - MO Police Chiefs Charitable Foundation							
12/01/2015	3243	(13) Entry Level - Self Test	(13) Entry Level - Self Test	Training	10-440-4130	11/12/2015	210.00
Vendor 2041 - MO Police Chiefs Charitable Foundation Total:							210.00
Vendor: 1336 - MOCCFOA - Eastern Division							
12/02/2015	(3) Holiday Lunch/Mtg.	City Clerks Holiday Lunch - Baker, Melugin,Willson	City Clerks Holiday Lunch - Mayor,Willson	Business Lunch/Dinner	10-410-4180	12/01/2015	30.00
12/02/2015	(3) Holiday Lunch/Mtg.	City Clerks Holiday Lunch - Baker, Melugin,Willson	City Clerks Holiday Lunch - Baker, Melugin	Business Lunch/Dinner	10-420-4180	12/01/2015	60.00
Vendor 1336 - MOCCFOA - Eastern Division Total:							90.00
Vendor: 1108 - MPS Industries							
12/02/2015	Hvy Dty Wipes - 11/9/15	"On the Job" Heavy duty wipes	"On the Job" Heavy duty wipes	Field Supplies	10-470-4220	11/09/2015	56.75
Vendor 1108 - MPS Industries Total:							56.75
Vendor: 1988 - N. B. West Contracting Company							
12/02/2015	106452	(2.30) Tons UPM Cold Mix Asphalt - ticket #6166	(2.30) Tons UPM Cold Mix Asphalt - ticket #6166	Streets - Maintenance & Rep	10-470-4310	11/19/2015	264.50
Vendor 1988 - N. B. West Contracting Company Total:							264.50
Vendor: 2540 - NAPA Auto Parts							
12/02/2015	131778	Rear brake hose lock clip - Truck 210	Rear brake hose lock clip - Truck 210	Vehicle - Maintenance & Rep	10-470-4285	11/09/2015	0.49

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount	
12/02/2015	131816	Thermostat, housing, radiator cap, rad. hose, clamp	Thermostat, housing, radiator cap, rad. hose, clamp	Vehicle - Maintenance & Rep	10-470-4285	11/10/2015	36.47	
12/02/2015	131924	Salt Spreader light - truck 19	Salt Spreader light - truck 19	Vehicle - Maintenance & Rep	10-470-4285	11/11/2015	60.84	
12/02/2015	132071	Brake line adapter - truck 21	Brake line adapter - truck 21	Vehicle - Maintenance & Rep	10-470-4285	11/12/2015	4.92	
12/02/2015	132072	Brake line adapter - truck 21	Brake line adapter - truck 21	Vehicle - Maintenance & Rep	10-470-4285	11/12/2015	5.69	
12/02/2015	132730	Wrench 4WD Spindle - shop tool	Wrench 4WD Spindle - shop tool	Small Tools & Equipment	10-470-4320	11/19/2015	13.66	
12/02/2015	132843	(6) Copper Gasket - brake work - Truck 150	(6) Copper Gasket - brake work - Truck 150	Vehicle - Maintenance & Rep	10-470-4285	11/20/2015	5.82	
12/02/2015	133026	Returned (10) Copper Gaskets, (6) Copper Gaskets	Returned (10) Copper Gaskets, (6) Copper Gaskets	Vehicle - Maintenance & Rep	10-470-4285	11/23/2015	-15.52	
12/02/2015	133209	(2) 32 oz Brake fluid - Truck 150	(2) 32 oz Brake fluid - Truck 150	Vehicle - Maintenance & Rep	10-470-4285	11/24/2015	19.98	
Vendor: 1714 - Neptune-Benson							Vendor 2540 - NAPA Auto Parts Total:	132.35
12/02/2015	55543	(6) gasket strainer, (25) Securing knob, eyebolts	(6) gasket strainer, (25) Securing knob, eyebolts	Building - Maintenance & Re	10-450-4295	11/20/2015	655.83	
Vendor: 1492 - Overhead Door Company of St. Louis							Vendor 1714 - Neptune-Benson Total:	655.83
12/02/2015	SVC/474357	Inspection on 4 automatic doors - North & South	Inspection on 4 automatic doors - North & South	Building - Maintenance & Re	10-470-4295	11/16/2015	182.93	
Vendor: 2079 - Ozarc/Gas Equipment & Supply, Inc.							Vendor 1492 - Overhead Door Company of St. Louis Total:	182.93
12/02/2015	R 00525200	AG-25 & Acetylene Cylinder rentals - November	AG-25 & Acetylene Cylinder rentals - November	Equipment Rental	10-460-4280	11/30/2015	21.00	
Vendor: 0141 - Patrick R. Gunn							Vendor 2079 - Ozarc/Gas Equipment & Supply, Inc. Total:	21.00
12/01/2015	Dec. 2015 Retainer	December Retainer - City Atty.	December Retainer - City Atty.	Professional Fees	10-420-4165	12/01/2015	2,775.00	
12/02/2015	Nov. '15 Excess Retainer	November Excess Retainer - City Atty.	November Excess Retainer - City Atty.	Professional Fees	10-420-4165	12/01/2015	4,500.00	
Vendor: 2591 - Paving Maintenance Supply, Inc.							Vendor 0141 - Patrick R. Gunn Total:	7,275.00
12/02/2015	10185340	(2,000) Lbs C3 Roadsaver 211 Sealant Plexi Melt	(2,000) Lbs C3 Roadsaver 211 Sealant Plexi Melt	Concrete Street Replacemen	50-470-6310	11/09/2015	1,540.00	
12/02/2015	10185687	(2,000) Lbs Roadsaver 211 Asphalt joint sealant	(2,000) Lbs Roadsaver 211 Asphalt joint sealant	Concrete Street Replacemen	50-470-6310	11/13/2015	1,540.00	
Vendor: 1082 - Petty Cash by Eileen Collins							Vendor 2591 - Paving Maintenance Supply, Inc. Total:	3,080.00
12/02/2015	Reimb. - Nov. 2015	Petty Cash Reimb. - November	Dollar Tree purchase - Family Bingo supplies	Program Supplies	10-460-4210	11/30/2015	30.00	

Agenda Item ^{1a}

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/29/2015 - 12/5/2015	Amount
	12/02/2015	Reimb. - Nov. 2015	Petty Cash Reimb. - November	Hobby Lobby Purchase - Breakfast w/Santa supplies	Program Supplies	10-460-4210	11/30/2015		40.85
Vendor: 0805 - PreSort, Inc.	12/02/2015	239224	Winter Newsletter Sort & Mailing	Winter Newsletter Sort & Mailing	Postage	10-420-4265	11/24/2015	Vendor 1082 - Petty Cash by Eileen Collins Total:	70.85
	12/02/2015	239224	Winter Newsletter Sort & Mailing	Winter Newsletter Sort & Mailing	Postage	10-460-4265	11/24/2015		2,294.26
Vendor: 0279 - Rejis Commission	12/03/2015	INV0045016	Rejis Services - November	VPN Conn., VPN Access, PIX Firewall, Charter - Nov.	REJIS Expenses	10-425-4345	11/15/2015	Vendor 0805 - PreSort, Inc. Total:	2,715.46
	12/02/2015	INV0045016	Rejis Services - November	Sprint Data Lines - November	Telephone	10-440-4245	11/15/2015		547.61
	12/02/2015	INV0045015	November Rejis Subscription Fee	November Subscription Fee	REJIS Expenses	10-440-4345	11/15/2015		470.00
	12/02/2015	INV0045015	November Rejis Subscription Fee	November Rejis Subscription Fee	REJIS Expenses	10-480-4345	11/15/2015		348.32
Vendor: 2412 - Safety Services, Inc.	12/02/2015	863303 - #14013445-02	CERT Backpacks & supplies	CERT Backpacks & supplies	Public Relations	10-440-4170	11/18/2015	Vendor 0279 - Rejis Commission Total:	1,618.17
Vendor: 0285 - Sam's Club / GEFC	12/02/2015	01534	(2) Cases Bottled Water	(2) Cases Bottled Water	Miscellaneous	10-470-4325	11/25/2015	Vendor 2412 - Safety Services, Inc. Total:	1,256.05
	12/02/2015	04269	Stirrers	Stirrers	Office Supplies	10-470-4215	11/02/2015		6.76
	12/02/2015	04403	(4) Cases Soda for machines	(4) Cases Soda for machines	Miscellaneous	10-470-4325	11/06/2015		9.53
	12/02/2015	04716	16 oz Foam Cups	16 oz Foam Cups	Office Supplies	10-470-4215	11/30/2015		31.92
	12/02/2015	05410	(4) Cases bottled water	(4) Cases bottled water	Miscellaneous	10-470-4325	11/11/2015		17.67
	12/02/2015	08699	(6) Folgers coffee	(6) Folgers coffee	Office Supplies	10-440-4215	11/10/2015	Vendor 0285 - Sam's Club / GEFC Total:	56.88
Vendor: 0291 - Simpson Construction Material, LLC	12/02/2015	6226857	(5.99) Tons COMM Asphalt - Tickets #44686, 44701	(5.99) Tons COMM Asphalt - Tickets #44686, 44701	Streets - Maintenance & Rep	10-470-4310	11/10/2015		136.28
	12/02/2015	6226877	(4.03) Tons COMM Asphalt - Ticket #44733	(4.03) Tons COMM Asphalt - Ticket #44733	Streets - Maintenance & Rep	10-470-4310	11/12/2015		271.05
	12/02/2015	6226906	(2.05) Tons COMM Asphalt - ticket #44872	(2.05) Tons COMM Asphalt - ticket #44872	Streets - Maintenance & Rep	10-470-4310	11/19/2015		182.36
Vendor: 2038 - Southern Computer Warehouse	12/02/2015	IN-000299920	(3) V7 21.5" WS LED 1920x1080 16: 9 SMS Slim VGA	(3) V7 21.5" WS LED 1920x1080 16: 9 SMS Slim VGA	Small Tools & Equipment	10-425-4320	11/04/2015	Vendor 0291 - Simpson Construction Material, LLC Total:	546.17
	12/02/2015	IN-000299932	(4) Crucial Memory -2 GB / DIMM 240 pin DDR2	(4) Crucial Memory -2 GB / DIMM 240 pin DDR2	Small Tools & Equipment	10-425-4320	11/04/2015		283.17
	12/02/2015	IN-000299932	(4) Crucial Memory -2 GB / DIMM 240 pin DDR2	(4) Crucial Memory -2 GB / DIMM 240 pin DDR2	Small Tools & Equipment	10-425-4320	11/04/2015		106.40

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/29/2015 - 12/5/2015	Amount
12/02/2015	IN-000300158	(2) Quantum RDX Dock Tabletop USB 2.0 Blk	(2) Quantum RDX Dock Tabletop USB 2.0 Blk	Small Tools & Equipment	10-425-4320	11/05/2015		294.28
Vendor: 1387 - Sprint/Nextel Communications								683.85
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Cell phone service - 10/06- 11/05/15	Telephone	10-420-4245	11/09/2015		23.19
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Smart phone/Tablet service - 10/06-11/05/15	Telephone	10-420-4245	11/09/2015		40.00
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Data chgs - Smart Phone - 10/06-11/05/15	REJIS Expenses	10-425-4345	11/09/2015		35.00
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Smart phone service - 10/06- 11/05/15	Telephone	10-440-4245	11/09/2015		80.00
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Cell Phone service - 10/06- 11/05/15	Telephone	10-440-4245	11/09/2015		394.23
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Cell phone service - 10/06- 11/05/15	Telephone	10-460-4245	11/09/2015		208.71
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Cell phone service - 10/06- 11/05/15	Telephone	10-470-4245	11/09/2015		371.04
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Smart phone service - 10/06- 11/05/15	Telephone	10-470-4245	11/09/2015		120.00
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Cell phone service - 10/06- 11/05/15	Telephone	10-475-4245	11/09/2015		69.61
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	Smart phone service - 10/06- 11/05/15	Telephone	10-475-4245	11/09/2015		40.00
12/01/2015	405259123-152	Cell/Smart phone/Tablet service - 10/06-11/05/15	GIS IPADS service - 10/06- 11/05/15	Expendable Equipment	50-425-6100	11/09/2015		75.96
Vendor: 0601 - St. Louis County Treasurer								1,457.74
12/02/2015	79759	Mosquito spraying - Larvicide Adulticide	Mosquito spraying - Larvicide Adulticide	Professional Fees	10-470-4165	11/11/2015		4,236.75
Vendor: 2461 - St. Louis Hardscape Material & Supply								4,236.75
12/02/2015	0074176-IN	(1,000) Polymeric Sand HP - Prairie Gray	(1,000) Polymeric Sand HP - Prairie Gray	Parks-Maintenance & Repair	10-460-4312	11/11/2015		35.55
12/02/2015	0074243-IN	(5) Polymeric Sand HP Prairie Gray	(5) Polymeric Sand HP Prairie Gray	Parks-Maintenance & Repair	10-460-4312	11/12/2015		177.75
12/02/2015	0074398-IN	(10) Bags Polymeric Sand - Prairie Gray	(10) Bags Polymeric Sand - Prairie Gray	Parks-Maintenance & Repair	10-460-4312	11/19/2015		355.50
12/02/2015	0074414-IN	(10) Bags Polymeric Sand - Prairie Gray	(10) Bags Polymeric Sand - Prairie Gray	Parks-Maintenance & Repair	10-460-4312	11/19/2015		355.50
Vendor: 1201 - St. Louis Safety, Inc.								924.30
12/02/2015	549573	(12) Pr Hi-Viz Winter gloves XLG	(12) Pr Hi-Viz Winter gloves XLG	Field Supplies	10-470-4220	11/11/2015		101.40
Vendor 2461 - St. Louis Hardscape Material & Supply Total:								924.30

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Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/29/2015 - 12/5/2015	Amount
	12/02/2015	549774	(48) pr. Brown Jersey gloves, (24) pr lined gloves	(48) pr. Brown Jersey gloves, (24) pr lined gloves	Field Supplies	10-470-4220	11/19/2015		46.32
Vendor: 0315 - Stonegate Auto Parts Inc.									
	12/02/2015	445232	Tail/turn/brake light assy & mounting brkts	Tail/turn/brake light assy & mounting brkts	Vehicle - Maintenance & Rep	10-470-4285	11/02/2015		101.84
	12/02/2015	445702	25' 3/16" Steel brake line - stock	25' 3/16" Steel brake line - stock	Vehicle - Maintenance & Rep	10-470-4285	11/06/2015		56.99
	12/02/2015	445703	(6) 3/16" brake line fittings - stock	(6) 3/16" brake line fittings - stock	Vehicle - Maintenance & Rep	10-470-4285	11/06/2015		5.34
	12/02/2015	445787	(2) Rear caliper hoses - truck 210	(2) Rear caliper hoses - truck 210	Vehicle - Maintenance & Rep	10-470-4285	11/06/2015		62.98
	12/02/2015	445907	Metric to standard adapters for rear brake hoses	Metric to standard adapters for rear brake hoses	Vehicle - Maintenance & Rep	10-470-4285	11/09/2015		12.27
	12/02/2015	446116	Brake line hose, fitting	Brake line hose, fitting	Vehicle - Maintenance & Rep	10-470-4285	11/10/2015		40.48
	12/02/2015	446501	Returned wrong Brake line hose, fitting	Returned wrong Brake line hose, fitting	Vehicle - Maintenance & Rep	10-470-4285	11/13/2015		-40.48
	12/02/2015	446631	Blower motor relay - truck 210	Blower motor relay - truck 210	Vehicle - Maintenance & Rep	10-470-4285	11/16/2015		14.09
	12/02/2015	447016	(10) 22", (10) 20" Windshield wiper blades - stock	(10) 22", (10) 20" Windshield wiper blades - stock	Vehicle - Maintenance & Rep	10-470-4285	11/19/2015		187.80
	12/02/2015	447116	Silicone gasket sealer	Silicone gasket sealer	Vehicle - Maintenance & Rep	10-470-4285	11/20/2015		27.39
	12/02/2015	CRT11081500094008	Remove incorrect invoice from vendor	Remove incorrect invoice from vendor	Professional Fees	10-475-4165	11/08/2015		-149.94
	12/02/2015	T11081500094008	(2) Apartment inspections	(2) Apartment inspections	Professional Fees	10-475-4165	11/08/2015		149.94
Vendor: 0316 - Strothkamp's									
	12/02/2015	00137568	Qt. Latex Flat White Paint	Qt. Latex Flat White Paint	Building - Maintenance & Re	10-460-4295	11/18/2015		12.99
	12/02/2015	00137725	Gal Ceiling White, Gal. Lt. Blue Paint -P&Z office	Gal Ceiling White, Gal. Lt. Blue Paint -P&Z office	Building - Maintenance & Re	10-470-4295	11/24/2015		65.18
Vendor: 1277 - Taser International									
	12/02/2015	S11418818	Taser Assurance Plan Annual Pmt.	Taser Assurance Plan Annual Payment	Dues & Subscriptions	10-440-4260	11/16/2015		615.00
Vendor: 0324 - Terrafil Incorporated									
	12/02/2015	0000006890	(1) Load Clean Fill to Landfill	(1) Load Clean Fill to Landfill	Concrete Street Replacemen	50-470-6310	11/11/2015		48.00
	12/02/2015	0000007128	(1) Load Clean Fill to Landfill	(1) Load Clean Fill to Landfill	Streets - Maintenance & Rep	10-470-4310	11/24/2015		48.00
	12/02/2015	0000006806	(1) Load clean fill to Landfill w/mud charge	(1) Load clean fill to Landfill w/mud charge	Concrete Street Replacemen	50-470-6310	11/06/2015		63.00
Vendor: 0962 - The Flag Loft									
	12/02/2015	S9073	Asst Flags	4'x6' POW-MIA Flag/ double sided	Field Supplies	10-470-4220	11/13/2015		260.50
Vendor 0316 - Strothkamp's Total: 78.17									
Vendor 0315 - Stonegate Auto Parts Inc. Total: 468.70									
Vendor 1277 - Taser International Total: 615.00									
Vendor 0324 - Terrafil Incorporated Total: 159.00									

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Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
12/02/2015	59073	Asst Flags	4'x6' City of St. Louis - Print	Field Supplies	10-470-4220	11/13/2015	233.75
12/02/2015	59073	Asst Flags	5'x8' US Flags	Field Supplies	10-470-4220	11/13/2015	138.00
12/02/2015	59073	Asst Flags	4'x6' City St. Louis - Print	Field Supplies	10-470-4220	11/13/2015	46.75
12/02/2015	59073	Asst Flags	4'x6' POW-MIA Flag double sided	Field Supplies	10-470-4220	11/13/2015	49.50
12/02/2015	59073	Asst Flags	4'x6' US Flags	Field Supplies	10-470-4220	11/13/2015	91.50
12/02/2015	59073	Asst Flags	4'x6' Missouri State Flags	Field Supplies	10-470-4220	11/13/2015	124.50
Vendor: 2090 - The Lincoln National Life Insurance Company							944.50
12/01/2015	Manch-BL-701550-Dec.	December Life & ADD Premium	December Life & ADD Premium	Life Insurance	10-420-4145	12/01/2015	51.11
12/01/2015	Manch-BL-701550-Dec.	December Life & ADD Premium	December Life & ADD Premium	Life Insurance	10-425-4145	12/01/2015	4.11
12/01/2015	Manch-BL-701550-Dec.	December Life & ADD Premium	December Life & ADD Premium	Life Insurance	10-430-4145	12/01/2015	26.25
12/01/2015	Manch-BL-701550-Dec.	December Life & ADD Premium	December Life & ADD Premium	Life Insurance	10-440-4145	12/01/2015	452.99
12/01/2015	Manch-BL-701550-Dec.	December Life & ADD Premium	December Life & ADD Premium	Life Insurance	10-460-4145	12/01/2015	83.76
12/01/2015	Manch-BL-701550-Dec.	December Life & ADD Premium	December Life & ADD Premium	Life Insurance	10-470-4145	12/01/2015	163.80
12/01/2015	Manch-BL-701550-Dec.	December Life & ADD Premium	December Life & ADD Premium	Life Insurance	10-475-4145	12/01/2015	42.67
12/01/2015	Manch-BL-701550-Dec.	December Life & ADD Premium	December Life & ADD Premium	Life Insurance	10-480-4145	12/01/2015	26.38
Vendor 2090 - The Lincoln National Life Insurance Company Total:							851.07

Vendor: 1652 - Tope Plumbing, Inc.							2,010.00
12/02/2015	102988	635 Applecross - Sewer Repla	635 Applecross - Sewer Repla	Capital Improvement	70-470-4500	11/22/2015	2,010.00
12/02/2015	102989	1005 Savoy - Sewer Repair	1005 Savoy - Sewer Repair	Capital Improvement	70-470-4500	11/22/2015	2,210.00
12/02/2015	102990	1212 Derbyshire - Sewer Repair	1212 Derbyshire - Sewer Repair	Capital Improvement	70-470-4500	11/22/2015	5,910.00
12/02/2015	102997	503 Marie - Camera inspection only	503 Marie - Camera inspection only	Capital Improvement	70-470-4500	11/23/2015	260.00
Vendor 1652 - Tope Plumbing, Inc. Total:							10,390.00

Vendor: 2177 - TOTALFUNDS BY HASLER							1,000.00
12/02/2015	7900011002390956-11/11/1	Postage in Meter	Postage in Meter	Postage	10-420-4265	11/11/2015	1,000.00
Vendor 2177 - TOTALFUNDS BY HASLER Total:							1,000.00

Vendor: 1824 - Traffic Control Company							202.68
12/02/2015	0004883-IN	(6) Barricade 24"x8"x6"	(6) Barricade 24"x8"x6"	Machinery and Equipment	50-470-6410	11/06/2015	202.68
Vendor 1824 - Traffic Control Company Total:							202.68

Vendor: 0310 - Treasurer, St. Louis County							845.05
12/02/2015	T11151500094004	(2) House inspections, (1) Apt Inspections, +Credit	(2) House inspections, (1) Apt Inspections, +Credit	Professional Fees	10-475-4165	11/15/2015	845.05

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Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 11/29/2015 - 12/5/2015	Amount
	12/02/2015	T11221500094004	(8) Apt. Inspections	(8) Apt. Inspections	Professional Fees	10-475-4165	11/22/2015		599.76
	12/02/2015	T11081500094008	(2) Apt. Inspections	(2) Apt. Inspections	Professional Fees	10-475-4165	11/08/2015		149.94
	12/02/2015	Nov. '15 POST Comm. Collect	November POST Comm. Collections Payment	November POST Comm. Collections Payment	Post Commission Fund	10-540-5440	11/30/2015		152.00
Vendor: 0331 - Treasurer-State of Missouri								Vendor 0310 - Treasurer, St. Louis County Total:	1,594.75
	12/02/2015	R150039732.01	Repair to Truck 110 - 2010 Freightliner	Repair - fuse for hydromax - 2010 Freightliner	Vehicle - Maintenance & Rep	10-470-4285	11/17/2015		558.28
Vendor: 2269 - Truck Centers, Inc.								Vendor 0331 - Treasurer-State of Missouri Total:	152.00
	12/02/2015	025-139779	Tyler Tech. - Business License Training - 11/5/15	Tyler Tech. - Business License Training - 11/5/15	Training	10-475-4130	11/11/2015	Vendor 2269 - Truck Centers, Inc. Total:	558.28
Vendor: 2018 - Tyler Technologies, Inc.								Vendor 2018 - Tyler Technologies, Inc. Total:	437.50
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	10-420-4135	12/01/2015		2,963.63
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	10-425-4135	12/01/2015		750.17
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	10-430-4135	12/01/2015		1,872.48
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	10-440-4135	12/01/2015		31,154.66
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	10-460-4135	12/01/2015		5,119.87
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	10-470-4135	12/01/2015		11,729.73
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	10-475-4135	12/01/2015		3,137.05
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	10-480-4135	12/01/2015		2,250.47
	12/01/2015	0039279569/0039195380	December Health Premium	December Health Premium	Health Insurance	70-470-4135	12/01/2015		545.57
Vendor: 0973 - Universal, Inc.								Vendor 1112 - United HealthCare Total:	59,523.63
	12/02/2015	11150189	Poly Slide - Asphalt Release Agent	Poly Slide - Asphalt Release Agent	Field Supplies	10-470-4220	11/16/2015		1,409.59
Vendor: 0337 - Valley Material								Vendor 0973 - Universal, Inc. Total:	1,409.59
	12/02/2015	156657	(3) Cu Yds 6 SK Meramec "C" Asphalt	(3) Cu Yds 6 SK Meramec "C" Asphalt w/haul chg.	Concrete Street Replacemen	50-470-6310	11/10/2015		343.05
Vendor: 2620 - Vanguard Truck Center of St. Louis								Vendor 0337 - Valley Material Total:	343.05
	12/02/2015	113166	Repair to GMC 3500 Truck	Replace fuel pump, filter, fan belt, hose coupling	Vehicle - Maintenance & Rep	10-470-4285	11/09/2015		2,980.62
	12/02/2015	694795	2 speed rear differential shift motor - Truck 150	2 speed rear differential shift motor - Truck 150	Vehicle - Maintenance & Rep	10-470-4285	11/25/2015		143.78
								Vendor 2620 - Vanguard Truck Center of St. Louis Total:	3,124.40

Board Approval Report
 Payment Date Payable Number
 Vendor: 0338 - Vermeer Sales & Service M.I., Inc.
 12/02/2015 P65277

Vendor: 0745 - Wal*Mart Community/GEMB
 12/02/2015 00288
 12/02/2015 02408
 12/02/2015 03580
 12/02/2015 CR - 09772

Description (Payable)	Description (item)	Account Name	Account Number	Post Date	Payment Dates: 11/29/2015 - 12/5/2015	Amount
Blade sharpening	Blade sharpening	Equipment - Maintenance &	10-470-4290	11/19/2015		34.00
Supplies for Halloween Festival	Glitter spray, ribbon, Fruit punch, Braid wigs	Program Supplies	10-460-4210	10/14/2015		34.12
Asst. Fruit & Granola bars, Craisins - Wellness	Asst. Fruit & Granola bars, Craisins - Wellness	Miscellaneous	10-420-4325	11/04/2015		78.30
(2)2 pc.cookie cutters,Snow Flake bag,Clorox wipes	(2)2 pc.cookie cutters,Snow Flake bag,Clorox wipes	Program Supplies	10-460-4210	11/19/2015		9.61
Credit for sales tax charged on on-line purchase	Credit for sales tax charged on on-line purchase	Small Tools & Equipment	10-460-4320	10/14/2015		-27.04
Vendor 0745 - Wal*Mart Community/GEMB Total:						94.99
Grand Total:						136,919.70

INTRODUCED BY ALDERMAN CLEMENT

BILL NO. 15-2244

ORDINANCE NO. 15-

AN ORDINANCE ADOPTING AND APPROVING THE BUDGET FOR THE CITY OF MANCHESTER FOR THE YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016, AND APPROPRIATING SUCH SUMS AS SET FORTH HEREIN FOR ALL DEPARTMENTS AND ACCOUNTS THEREIN SPECIFIED

WHEREAS, the Board of Aldermen has consulted with the City Administrator and Director of Finance in regard to the financial and service needs of the City and its various departments.

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

Section One: The budget attached hereto and, by reference thereto made a part hereof, is hereby adopted for the year commencing on January 1, 2016 and ending December 31, 2016.

Section Two: With regard to said budget, the following amounts are hereby appropriated by fund:

Fund	Fiscal Year 2016 Appropriation
General Fund	\$9,004,169
Debt Service Fund	571,900
Capital Projects Fund	1,516,500
Parks and Storm Water Projects Fund	2,281,200
Homecoming Fund	43,930
Sanitary Sewer Repair Fund	269,300
Tax Increment Financing Fund	7,051,860
Manchester Arts Fund	27,700
TOTAL: \$20,766,559	

Section Three: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15- 2245

ORDINANCE NO. 15-

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF CHAPTER 520 OF THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER RELATING TO THE CITY'S SEWER LATERAL REPAIR PROGRAM.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: Section 520.060 of the Code of Ordinances of the City of Manchester is hereby amended so that such shall, hereafter, read as follows:

Section 520.060 General Regulations and Procedures.

- A. The Sanitary Sewer Lateral Repair Program is intended to be an "insurance type" program offering homeowners protection against costly and unforeseen emergency repair to their sanitary sewer lateral. To that extent, the following general regulations and procedures shall apply to payment under the program:
1. An application form and release form authorizing work on the property shall be submitted to the Public Works Department by the property owner(s), together with a fee in such amount as the Board of Aldermen shall determine, from time-to-time, as part of the City's annual budget discussions and adoption.
 2. The City shall verify with St. Louis County that the property owner(s) has paid any and all fees required under this program and is not in arrears for any past fee assessment(s).
 3. The City shall verify the existence of a problem by use of a video recording camera through a licensed plumbing company retained by the City. This company will schedule an appointment with the owner(s) to do the video camera work.
 4. The City shall review the video recording and plumber's report and either accept or deny the requested repairs. If repairs are denied, the owner(s) is (are) refunded the deposit fee, less the cost to complete the video camera service and cabling, as appropriate.
 5. The City shall award all City residential sewer lateral replacement work to its primary repair contractor (hereinafter "PRC"). The maximum amount of funds that can be spent on any one (1) lateral repair from the Sanitary Sewer

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15- 2245

ORDINANCE NO. 15-

Repair Fund is Six Thousand Dollars (\$6,000.00) nor shall the total payments for repairs under the program exceed, in any calendar year, an amount equal to one hundred twenty percent (120%) of those amounts collected by the City by way of the assessment levied under Section 520.040 for the prior calendar year.

6. The PRC shall visit the site and inform the owner(s) of any personal items in the way that must be removed by and at the expense of the owner(s). These items may include, but not be limited to, fences, playgrounds, yard decorations, flower beds, trees, and the like.
 7. The PRC shall notify all utility companies affected by the proposed repairs. The utility companies shall, in turn, locate any utility lines buried near the work site. Painted lines and/or flags shall be placed on the lawn/surface, in most cases, to identify the location of such utilities.
 8. The PRC shall obtain a permit from the St. Louis County Public Works Department and perform any required repairs.
 9. St. Louis County and the City shall inspect the work as it progresses.
 10. After the repairs or replacement work is completed, the PRC will backfill and compact the trench, by means of water jetting or mechanical means, to MSD specifications and remove all excess excavated materials from the property. The PRC shall seed and straw all disturbed areas.
 11. The City shall pay the PRC only after receipt of lien waivers, affidavit of compliance with wage rate and written one (1) year workmanship guarantee.
 12. A release form shall be completed and submitted with the program application form by at least one (1) of the property owner(s) granting permission for the City and PRC to enter upon the property to perform work related to the program.
 13. The property owner(s) shall be responsible for all other site restoration.
 14. Reimbursement under this program will be subordinate to any insurance or other financial protections, including disaster recovery funds from the Federal, State, County or City, as well as settlements from potential litigation against parties, other than the City, to which the property owner(s) is or may become entitled.
- B. The following costs are authorized for reimbursement or payment under this program:

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 15- 2245

ORDINANCE NO. 15-

1. The cost of video inspection of the sanitary sewer lateral to determine the location and cause of any blockage or break.
 2. The cost of removal and reinstallation of any portion of private driveway or sidewalk necessary for excavation to repair or replace the sewer lateral.
 3. The cost of excavation and repair or replacement of the residential sanitary sewer lateral from the MSD sewer main to the foundation of the affected residence. Excavation and repair under any structure, including the residence or detached garage, is not covered by the program.
 4. Site restoration is limited to re-establishment of a reasonable yard grade using materials on-site.
 5. The cost to remove and replace any public street or sidewalk area necessary to perform a repair.
 6. Administrative costs incurred by the City including, but not limited to, bidding, contract management, materials and labor for repair to public infrastructure and other off-site work done by the City under the program. Such costs shall include recovery of the proportional amount of salary and benefits costs incurred in administration of this program. Such costs shall be reimbursed to the general funds of the City as miscellaneous income.
- C. The following costs are not authorized for reimbursement or payment under the program:
1. The cost of interior clean-up or other damage to the interior of the home or personal property caused by sanitary sewer back-ups resulting from the failure to the sanitary sewer lateral.
 2. The cost of lost wages or income to the residence occupant(s) due to absence from work necessary to cooperate with the City or PRC to complete any repairs necessary under the program.
 3. Any property owner's cost of cabling or other similar methods to attempt to clear a sewer blockage.
 4. The cost of site restoration or reinstallation by the homeowner for items as noted under Item A.6 above.

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BILL NO. 15- 2245

ORDINANCE NO. 15-

- 5. If it is determined that the need for such repair or replacement of the sanitary sewer lateral is determined to be the result of any act of God or natural disaster, or the result of negligence or damage during the course of other excavation or construction on the site.

Section Two: Section 520.070 of the Code of Ordinances of the City of Manchester is hereby amended so that such shall, hereafter, read as follows:

Section 520.070 Administration of Program.

Responsibility for administration and management of the Sanitary Sewer Lateral Repair Program is hereby assigned to the Department of Public Works. The Public Works Department Head shall prepare specifications and solicit bids, not less frequently than bi-annually, from qualified plumbing contractors to provide services under the program.

Section Three: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney



MEMORANDUM

TO: Andy Hixson, City Administrator

FROM: Bob Ruck, Director of Public Works 

DATE: November 11, 2015

SUBJECT: Revisions to the Sanitary Sewer Lateral Repair Program Ordinance

As you are aware, at the 2016 budget workshops, the Board of Aldermen authorized the application fee for participation in the City's sewer lateral repair program be raised to \$360.00 beginning January 1, 2016. After those meetings, I reviewed the ordinance pertaining to the sewer lateral repair program to determine how to proceed with implementing the increase. As it appeared to me that the ordinance would need to be amended, I contacted City Attorney Patrick Gunn for his review and advice. Attorney Gunn's research confirmed that the ordinance would need to be amended.

In reading through the ordinance in regard to the matter noted above, I found a number of areas which were outdated and/or where wording revision was needed. Attorney Gunn and I worked together to accomplish the revisions to the ordinance. One of those revisions will allow future Boards of Aldermen to increase or decrease the program application fee without having to amend the ordinance.

A bill for the revised ordinance has been placed on the Board of Aldermen's meeting agenda on Monday, November 16, 2015. Action on the bill over the course of the next two Board meetings will allow for the implementation of the fee increase to \$360.00 on January 1, 2016.

cc: David L. Willson, Mayor
Dave Tuberty, Director of Finance
Ruth Baker, City Clerk

INTRODUCED BY ALDERMAN BAUMANN

BILL NO. 15-2246 **ORDINANCE NO. 15-**

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION IN CONNECTION WITH A FEDERAL AID PROGRAM PROJECT RELATING TO THE CONSTRUCTION OF THE REPLACEMENT OF THE SPRING MEADOWS DRIVE BRIDGE IN THE CITY OF MANCHESTER.

WHEREAS, the United States Government has authorized a Surface Transportation Program (STP) to fund transportation-related projects; and,

WHEREAS, the City of Manchester desires to construct the replacement of the Spring Meadows Drive Bridge in the City of Manchester; and,

WHEREAS, the Missouri Department of Transportation requests that the City of Manchester enter into an agreement with the Missouri Highways and Transportation Commission in connection with Federal Project No. STP5500(683) (East-West Gateway Council of Governments TIP No. 6608-16) for the construction of the bridge replacement.

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

Section One: The City Administrator is hereby authorized to enter into an agreement with the Missouri Highways and Transportation Commission in connection with Federal Project No. STP5500(683) (East-West Gateway Council of Governments TIP No. 6608-16) for the construction of the replacement of the Spring Meadows Drive Bridge in the City of Manchester, under the terms and conditions of the Missouri Highways and Transportation Commission STP-Urban Program Agreement, a copy of which is attached hereto and incorporated herein by reference thereto as Exhibit "A".

Section Two: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Exhibit "A"

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

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP 5500(683)
Award Year: 2016
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Manchester, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

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

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5500(683) involves:

Spring Meadows Drive Bridge over Grand Glaize Creek – Bridge replacement including the addition of a 5 foot sidewalk on the west side

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

(2) LOCATION: The contemplated improvement designated as Project STP-5500(683) by the Commission is within the city limits of Manchester, Missouri. The

general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Spring Meadows Drive Bridge over Grand Glaize Creek, approximately 200 feet east of Baxter Road and 0.2 miles north of Manchester Road

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense

whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

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

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

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

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and

the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$664,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for

federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5500(683) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) To the City:
14318 Manchester Road
Manchester, Missouri 63011
Facsimile No.: 636-227-5438
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, Missouri 63017
Facsimile No.: 573-522-6480

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

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

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

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

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

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order,

administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

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

Ordinance No: _____

Exhibit A - Location of Project

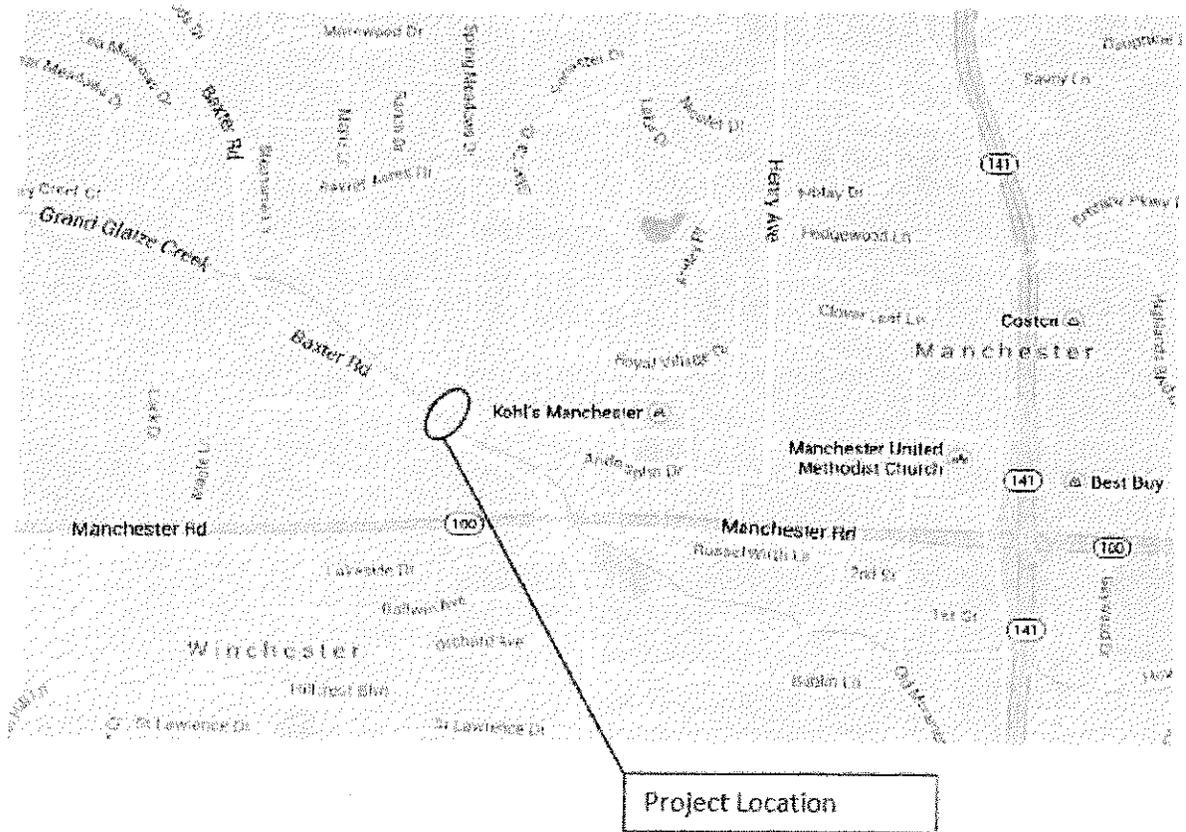


Exhibit B – Project Schedule

Project Description: Spring Meadows Drive Bridge Replacement, STP-5500(683)

Activity Description	Start Date (MM/YYYY)	Finish Date* (MM/YYYY)	Time Frame (Months)
Receive Notification Letter	07/2015	07/2015	1.0
Execute Agreement (Project sponsor & DOT)	07/2015	10/2015	3.0
Engineering Services Contract Submitted & Approved ¹	10/2015	11/2015	1.0
Obtain Environmental Clearances (106, CE-2, etc.)	11/2015	11/2015	1.0
Public Meeting/Hearing	12/2015	12/2015	1.0
Develop and Submit Preliminary Plans	12/2015	05/2016	6.0
Preliminary Plans Approved	06/2016	06/2016	1.0
Develop and Submit Right-of-Way Plans	07/2016	10/2016	3.0
Review and Approval of Right-of-Way Plans	11/2016	12/2016	2.0
Submit & Receive Approval for Notice to Proceed for Right-of-Way Acquisition (A-Date) ²	12/2016	12/2016	1.0
Right-of-Way Acquisition	01/2017	09/2017	9.0
Utility Coordination	01/2017	10/2017	10.0
Develop and Submit PS&E	01/2017	10/2017	10.0
District Approval of PS&E/Advertise for Bids ³	10/2017	12/2017	2.0
Submit and Receive Bids for Review and Approval	01/2018	02/2018	2.0
Project Implementation/Construction	04/2018	09/2018	6.0

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

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

Exhibit C

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

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

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

b. Trainees:

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

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

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

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

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

c. Helpers:

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

transaction for cause of default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCED BY ALDERMAN DIEHL

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO A CONTRACT WITH O. R. COLAN GROUP, LLC IN AN AMOUNT NOT TO EXCEED EIGHTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$18,675.00) TO PERFORM RIGHT-OF-WAY ACQUISITION SERVICES FOR PROJECT STP 4939(605) HENRY AVENUE ROADWAY IMPROVEMENTS.

WHEREAS, the City of Manchester has been awarded Federal Aid Project STP 4939(605) for Henry Avenue Roadway Improvements; and,

WHEREAS, the acquisition of certain property rights or interest in certain tracts or parcels of land is required for said project; and,

WHEREAS, O. R. Colan Group, LLC has submitted a Local Public Agency Negotiator Services Agreement to the City to perform said services for the project in an amount not to exceed Eighteen Thousand Six Hundred Seventy-Five Dollars (\$18,675.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City of Manchester does hereby accept the agreement from O. R. Colan Group, LLC in an amount not to exceed Eighteen Thousand Six Hundred Seventy-Five Dollars (\$18,675.00).

Section Two: The City Administrator is hereby authorized to execute, on behalf of the City, the agreement attached hereto as Exhibit "A" and to do any and all things necessary in order to carry out the terms and conditions of the agreement referred to therein.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS ___ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

**LOCAL PUBLIC AGENCY
NEGOTIATOR SERVICES AGREEMENT**

THIS AGREEMENT, is entered into by and between the City of Manchester, MO (herein, "City") and O. R. Colan Group, LLC whose address is 4 Westbury Drive, Suite A, St. Charles, Missouri, 63301 (herein, "Agent").

WITNESSETH:

WHEREAS, the City proposes to acquire certain property rights or interest in certain tracts or parcels of land located in the County of St. Louis, State of Missouri, for Project STP-4939(605) Henry Avenue Roadway Improvements.

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

(1) GENERAL DUTIES: The Agent shall negotiate on behalf of the City with the owners of seven parcels for the acquisition of certain property rights or interests. The Agent shall exert his best efforts in accordance with good business practices and in accordance with the procedures set forth in Section 6 (Acquisition) of the Local Public Agency Land Acquisition Manual. In addition, the Agent shall comply with the requirements of its submitted Proposal.

(2) FEES: The Agent will be compensated as follows:

Title Reports: 7 @ \$300 per parcel = \$2,100
Prepare Compensation Estimates: 6 @ \$300 per parcel = \$1,800
Value Finding Appraisal; 1 @ \$1,800 = \$1,800
Appraisal Review: 1 @ \$900 = \$900
Negotiations: 7 @ \$1600 per parcel = \$11,200
Recording Services: 7 @ \$75 per parcel = \$525
Recording Fees estimate \$350 total
(Recording fees will be invoiced at actual cost)

Total compensation for services, other than any condemnation related services such as appraisals and court testimony consultation, shall not exceed \$18,675.00 (Eighteen Thousand Six Hundred Seventy Five Dollars and no cents).

(3) PARCELS OF LAND: The parcels of right of way and/or easements which the Agent shall be requested by the City to negotiate for the purchase thereof are set forth on "Schedule A" which is attached hereto and made a part hereof.

(4) COMMENCEMENT: The Agent shall commence negotiations upon receipt of a written notice to proceed. The City shall specify in each notice to proceed with respect to each parcel listed therein, the nature and status of the title thereto or other interest therein to be

acquired, the statement of just compensation and the form of conveyance document to be used.

(5) REVIEW OF PLANS: Prior to commencing negotiations by the Agent pursuant to this Agreement, the Agent, with respect to each parcel, shall review the plans and specifications for the aforementioned project, review the title reports or other ownership information and any other pertinent information furnished by the City.

(6) RECORDS AND REPORTS: The Agent shall maintain records of its negotiations progress on a parcel basis detailing dates of contact, parties present and terms discussed. The Agent will submit its report, relating to each parcel subject to negotiations, to the authorized representative of the City having charge of the project, as from time to time as the same are completed.

(7) INVOICES: A statement shall be submitted for one-half (1/2) of the total negotiation fee on a parcel after the initiation of negotiations with the owner(s) (or their representatives) of each parcel listed in schedule "A". A statement shall also be submitted for the remaining one-half (1/2) of the total negotiation fee upon acquisition by deed or preparation for condemnation of the parcels listed in Schedule "A". All other tasks in Paragraph 2 above shall be invoiced upon completion of the specific task on each parcel. Payment will be made within a reasonable time after approval of same. Each party shall furnish to the other information necessary to carry out this Agreement in accordance with its terms.

(8) DURATION: Agent shall complete his negotiations under this Agreement on or before June 15, 2016. If the Agent is unable to complete contract for acquisition pursuant to said negotiations within time required, the Agent shall submit a report stating the status of the parcels remaining and any special conditions peculiar to each such parcel, and his recommendation of further action to be taken.

(9) COURT APPEARANCES: The Agent agrees that it will appear in any court proceedings as requested by the City's counsel to give testimony as to its negotiations, and that it shall receive as compensation for such services payment of \$200 per hour for the time consumed in such appearances. The Agent will also be available for consultation with the City's counsel in trial preparation to be paid \$1600 for each day or \$800 for each half day so appearing.

(10) SUCCESSFUL COMPLETION: Upon the successful completion of negotiations, the Agent shall deliver to the City documentation as such so that the City can process for acquisition funds.

(11) CONFIDENTIALITY: All negotiations which the Agent may conduct by reason of this Agreement, terms of this Agreement, the Agent's opinions of the value and appropriate prices of the parcels, and the reports and information furnished to the Agent by the City, shall be kept confidential by the Agent, and shall not be divulged in whole or in part to any party whatever, without the prior written consent of the City. Further, the Agent shall not disclose to third parties confidential factual matter provided by the City except as may be required by statute, ordinance, or order of court, or as authorized by the City. The Agent shall notify the City

immediately of any request for such information. None of the restrictions in this section shall apply to pertinent project and parcel information requested by representatives of the City or Federal Highway Administration. None of the restrictions in this section shall apply to testimony which the Agent is required to give under oath in a judicial proceeding.

(12) CONFLICT OF INTEREST: If the Agent at any time discovers or is informed of the existence of any possible conflict of interest on the part of the Agent, the Agent shall immediately cease all activity in connection with such services, and promptly notify the City in writing, of all relevant facts and circumstances pertaining to such conflict, so that the City may take such action as it deems appropriate, including but not limited to, the exclusion of any parcel or parcels involved from this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Agent at the direction of the City and information supplied by the City shall remain the property of the City.

(14) REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

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

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

(17) AUDIT OF RECORDS: The Agent 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 at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) 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 Agent and the City.

(19) NONSOLICITATION: The Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover,

the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

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

(21) CANCELLATION: In the event the Agent shall fail to comply with the terms of this Agreement, or the progress or quality of the work is unsatisfactory, the City shall have the right to cancel this Agreement. Should the City exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Agent.

(22) DELAY: In the event that the project covered by this Agreement is postponed or delayed by the City, the City shall have the right to terminate this Agreement. In the event the Agreement is terminated under this provision, or in the event it is terminated because of illness of the Agent, or for other reasons not the fault of the Agent, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City. Should the project be delayed through no fault of the Agent or should there be other changes requiring additional work to be performed by Agent, the City and the Agent will negotiate an equitable payment for this additional work.

(23) DISPUTES: In the event of any dispute concerning a question of fact in connection with the work, the City's representative shall make a determination of such fact and its decision shall be final.

(24) NEGOTIATORS: The City reserves the right to use its own negotiators on any parcel deemed advisable on the project.

(25) INDEMNIFICATION: The Agent shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Agent on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Agent performance under this Agreement, the Agent assumes the obligation to save the City harmless, including its agents, employees and assigns, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act, including legal fees. The Agent also agrees to hold harmless the City, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Agent for any purpose under this Agreement, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(26) NONDISCRIMINATION: During the performance of this contract, Agent agrees to observe and comply with the following conditions insofar as they apply to this Agreement:

(A) Civil Rights Statutes: The Agent shall comply with all state and federal

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

(B) Executive Order: The Agent shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Agent or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

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

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

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

(F) Information and Reports: The Agent shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Agent is in the exclusive possession of another who fails or refuses to furnish this information, the Agent shall so certify to the City or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Agent fails to comply with

the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

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

(H) Incorporation of Provisions: The Agent shall include the provisions of paragraph 26 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the city or the United States Department of Transportation. The Agent will take such action with respect to any subcontract or procurement as the City or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Agent becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Agent may request the United States to enter into such litigation to protect the interests of the United States.

SCHEDULE A

Parcel 1 – William N. Suntrup Trustee

Parcel 2 – William N. Suntrup, Trustee

Parcel 3 – Kenneth & Lori Aston

Parcel 4 – LNL, LLC

Parcel 5 – Nancy Muller

Parcel 6 – Philip & Eleanor Waldman

Parcel 7 – Richard and Penny Hardt



MEMORANDUM

TO: Andy Hixson, City Administrator

FROM: Bob Ruck, Director of Public Works *BR*

SUBJECT: Henry Avenue Project Right-of-Way Acquisition Services

DATE: November 30, 2015

As you know, the City of Manchester has been awarded federal aid for Project STP 4939 (605) Henry Avenue Roadway Improvements. Included in the project is federal aid for funding for right-of-way acquisition and acquisition services. The project survey and design work has identified areas where six temporary construction easement acquisitions and two right-of-way acquisitions will be needed. The two right-of-way acquisitions involve areas of land where existing roadway related improvements (from before the time the City assumed maintenance responsibilities from the County) have been determined to be outside of the existing road right-of-way on private property.

As the local public agency, the City directly hires a company to perform the necessary acquisitions. Based on their prior experience, Horner & Shifrin, Inc. has recommended the City hire O.R. Colan Group, LLC to perform this work. O.R. Colan is a nationally recognized company in the field of real estate/right-of-way acquisition and related services for projects. Based on the needs of the requested work, O.R. Colan has prepared and submitted to the City a local Public Agency Negotiator Services Agreement (copy attached).

It is my recommendation that the City accept the agreement from O.R. Colan Group, LLC in an amount not to exceed \$18,675.00. I have asked that a resolution be prepared for this proposed action and placed on the Board of Aldermen's meeting agenda for December 7, 2015 for their consideration and requested approval.

If you have any questions concerning this matter, please contact me.

attachments

cc: Dave Tuberty, Director of Finance
Ruth Baker, City Clerk

INTRODUCED BY ALDERMAN DIEHL

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO AN AGREEMENT WITH THE DAVEY TREE EXPERT COMPANY, DOING BUSINESS AS DAVEY RESOURCE GROUP, IN AN AMOUNT NOT TO EXCEED THIRTY-ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$31,550.00) TO PERFORM GIS-BASED PUBLIC TREE INVENTORY AND ASSOCIATED SERVICES.

WHEREAS, the City of Manchester has been awarded a TRIM Program Grant by the Missouri Department of Conservation; and,

WHEREAS, a GIS-based public tree inventory and associated services are requirements of the TRIM Grant Agreement; and,

WHEREAS, The Davey Tree Expert Company, doing business as Davey Resource Group, has submitted an agreement to perform said public tree inventory and associated services in an amount not to exceed Thirty-One Thousand Five Hundred Fifty Dollars (\$31,550.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City of Manchester does hereby accept the agreement from The Davey Tree Expert Company, doing business as Davey Resource Group, in an amount not to exceed Thirty-One Thousand Five Hundred Fifty Dollars (\$31,550.00).

Section Two: The City Administrator is hereby authorized to execute on behalf of the City, the agreement attached hereby as "Exhibit "A" and to do any and all things necessary in order to carry out the terms and conditions of the agreement referred to therein.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

Mayor

ATTEST:

City Clerk

Agenda Item 10b

INTRODUCED BY ALDERMAN DIEHL

RESOLUTION NO. 15-

APPROVED AS TO LEGAL FORM:

City Attorney



MEMORANDUM

TO: Andy Hixson, City Administrator

FROM: Bob Ruck, Director of Public Works 

DATE: November 30, 2015

SUBJECT: City Right-of-Way Tree Inventory and Associated Services

In preparing the application to be submitted to the Missouri Department of Conservation (MDC) for a TRIM program grant, the City was in need to retain a qualified forestry services company. This company would perform a public tree inventory and associated services as part of the City's obligations if awarded a TRIM grant. To that end, I contacted Davey Resource Group which has performed this type of work for many Missouri governmental agencies and public organizations throughout the state. Davey Resource Group is a nationally recognized company which previously performed a tree inventory and assessment for the City's Park Department for trees located in Schroeder and Stoecker Parks. Davey prepared a descriptive project proposal which was required and included with the City's TRIM grant application

In receiving the formal notification of the award of a TRIM grant, the City may now proceed with hiring Davey Resource Group to perform the public tree inventory and associated services. Davey has submitted an agreement (copy attached) in an amount not to exceed \$31,550.00 which has been approved by MDC and I recommend the City accept.

I have asked that a resolution concerning this agreement be prepared and placed on the Board of Aldermen December 7, 2015 meeting agenda for their consideration and requested approval. Davey's work will begin after receiving the City's notice to proceed with all work being performed for the program grant required to be completed by May 6, 2016.

attachment

cc: Dave Tuberty, Director of Finance
 Ruth Baker, City Clerk
 Mark Belpulsi, Public Works Superintendent

**Agreement for Specification of Work:
GIS-Based Public Tree Inventory and Associated Services
City of Manchester, MO (November 22, 2015)**

The following work specification details all services and deliverables including deliverable products and work to be performed by Davey Resource Group, a division of The Davey Tree Expert Company, in connection with the City of Manchester, MO (hereinafter referred to as Client). This document does not replace any prior correspondence, including contracts, proposals, RFPs, and written correspondence, but is instead part of a development process that will move the project from proposal, to final delivery and/or acceptance by the client.

Davey Resource Group and the Client project managers will be the primary points of contact for all critical project-related communication. This will ensure frequent communication so that both parties are informed of project progress, challenges, and any resultant changes in requirements or schedules. Projected delivery dates contained in this document are approximate and based on conditions at the time of the contract and/or agreement. Changes to this agreement should be noted in writing to both the client and Davey Resource Group representative with documentation of the need for a change. Changes to either the client representative or the Davey Resource Group representative should also be noted in writing.

Client Contact Information	
<i>Primary Contact, Title:</i>	Bob Ruck, Director of Public Works
<i>Primary Phone:</i>	636-227-1385 x 131
<i>Secondary Phone:</i>	
<i>Email:</i>	rruck@manchestermo.gov
<i>Mailing Address:</i>	14318 Manchester Road Manchester, MO 63011

Davey Resource Group Contact Information	
<i>Business Manager:</i>	Josh Behounek
<i>Primary Phone:</i>	573-673-7530
<i>Email:</i>	josh.behounek@davey.com
<i>Mailing Address:</i>	1101 Larail Dr. Columbia, MO 65203

Schedule of Deliverables

Deliverable	Comments	Estimated Delivery Date	Price
Task One: Tree Inventory Attachments A & B	Inventory of approximately 5,000 trees, stumps, and planting sites along Public Streets. Tree inventory data will be delivered as iTree Streets, ESRI® shapefile and/or geodatabase, an Access™ database, and an Excel™ spreadsheet.	February 2016	\$23,750
Task Two: Multi-Year Management Plan Attachment C	One bound color copy and one electronic PDF copy on CD-ROM Extra printed copies \$175	Within 60 days of project completion	\$3,100
Task Three: TreeKeeper® 7.7 – Subscription Attachment D	Tree Management Software	Within 60 days of project completion	\$2,100 (one-year fee)
Task Three: Software Training & Support	One comprehensive, on-site training session performed on day of TreeKeeper® installation and set-up and one year of unlimited phone support.	Within 60 days of project completion	\$2,600
		Total (Not-to-Exceed)	\$31,550

Notice of Disclaimer

This pricing is based on inventorying an estimated 5,000 trees, stumps, and planting sites. This estimate is based on information provided by the Client. As with any estimate, Davey Resource Group does not provide assurance that this number is accurate to any degree of certainty. However, any significant deviation between actual and estimated tree counts will be identified as soon as possible while Davey Resource Group’s inventory staff is on the job.

Inventory data provided by Davey Resource Group are based on visual recording at the time of inspection. Visual records do not include individual testing or analysis and do not include aerial or subterranean inspection. Davey Resource Group is not responsible for discovery or identification of hidden or otherwise non-observable hazards. Records may not remain accurate after inspection due to variable deterioration of inventoried material. Davey Resource Group provides no warranty with respect to the fitness of the urban forest for any use or purpose whatsoever.

Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, assess their condition, and recommend measures to enhance the beauty and health of trees, while attempting to reduce risk. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the failure of a tree. Trees are living organisms that fail in ways that cannot always be predicted. Conditions are often hidden within trees and below ground, and can develop quickly after an inspection. Arborists

cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments cannot be guaranteed.

Important: Know and understand that this basic visual assessment is confined to the designated subject tree(s), and that this consultation was performed in the interest of facts of the tree(s) without prejudice to or for any other service or any interested party.

Client Responsibilities

- Provide Davey Resource Group with all maps and other information necessary at no charge. This includes, but is not limited to: digital orthophotographs; available GIS data layers, electronic or paper copies of maps for roads; pavement widths; right-of-way widths; boundaries and utilities; and an electronic file or printed list of street names and end points.
- The Client is requested to coordinate with Davey Resource Group project staff to host and conduct an informational kick-off meeting immediately prior to the start of the fieldwork.
- Provide daily contact information and directions as needed during the inventory process.
- For the management plan, the Client is requested to complete an urban forestry management questionnaire, provide an electronic or printed copy of the current street tree ordinance, landscape regulations, and other urban forestry program information as needed.

AUTHORIZATION WORK SPECIFICATION:	
<i>GIS-Based Public Inventory and Associated Services City of Manchester, MO</i>	
<i>Total (not to exceed)</i>	\$31,550
Purchase Order Number:	
<i>Authorized Client Representative:</i>	
Date:	
Signature:	
Title:	
<i>Davey Representative:</i>	
Date:	
Signature:	

Kickoff Meeting Notes

Additional Client Contact Information:

Scope Clarification: (planting site distances, multi-stem measurements, natural areas, etc.)

Prioritized Project Progression: (client delivered field maps)

Client Update Requests:

Internal Follow-up (GIS/IT, Business Developer, and Project Manager):

Additional Notes:

Attachment A

Street Tree Inventory Data Field Definitions

The data fields definitions that will be collected for each tree, stump, and planting site during the inventory are defined as follows:

Address Input Fields

- **Mapping coordinate.** X and Y coordinate locations.
- **Address.** Davey Resource Group will identify the location of each street tree and planting site so that they can easily be identified for future maintenance work. Street trees and planting sites will be located using an address number, street name, side of address, and on street.
- **Species.** Trees will be identified by genus and species, with the exception of genera such as *Crataegus* or *Malus*, where field identification of species is often not practical.
- **Diameter.** Diameter is measured in inches at 4-1/2 feet above the ground, or diameter-breast-height (DBH).
- **Multi-stem.** Trees will be identified if they have multiple stems or are a single stem.
- **Condition.** In general, the health and structure of each tree will be recorded in one of the following categories based on visible root, trunk, scaffold branch, twig, and foliage conditions at the time of the inventory and adapted from the rating system established by the International Society of Arboriculture and based on visible root, trunk, scaffold branch, twig, and foliage conditions at the time of the inventory:
 - Excellent—100% condition rating
 - Very Good—90% condition rating
 - Good—80% condition rating
 - Fair—60% condition rating
 - Poor—40% condition rating
 - Critical—20% condition rating
 - Dead—0% condition rating
- **Primary Maintenance Need.** The following primary maintenance needs will be determined based on ANSI A300 standard specifications:
 - **Removal**—Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crown. All trees with safety risks that could be seen as potential threats to persons or property and seen as potential liabilities to the client would be in this category. This category includes large dead and dying trees that are high-liability risks as well as those that pose minimal liability to persons or property (such as trees in poor locations or undesirable species).

- Tree Clean—These trees require selective removal of dead, diseased, dying, and/or broken wood to minimize potential risk. Priority of work should be dependent upon the *Risk* associated with the individual trees.
- Young Tree Train—These are young trees that must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. Generally, these trees may be up to 20 feet in height and can be worked with a pole pruner by a person standing on the ground.
- Stump Removal—This category indicates a stump that should be removed. Lacking specific information on stump removal required by local code requirements per the client.
- Plant Tree—During the inventory, vacant planting sites will be identified by street, address, and site number. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires. Lacking local code definitions, planting sites are determined based on standard specifications set forth in accepted technical journals and by the arboriculture industry.
- **Level 3 Inspection Recommended.** This field will be used to indicate that a particular tree will require further or periodic inspection due to particular conditions with the tree that could cause it to be a safety risk and, therefore, potentially hazardous to the public. Trees noted as Further Inspection may require a Level 3 inspection based on ANSI A300 (Part 9). This may require the utilization of an advanced technique including but not limited to aerial inspection, assessment of internal decay via drilling or sonic stress, root inspection and evaluation of decay, measuring of tree lean, and load testing through hand, static, or dynamic methods, where previous visual and simple tool assessment have occurred.
- **Overhead Utilities.** The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.
- **Risk Assessment.** A Level 2 qualitative risk assessment will be performed based on the ANSI A300 (Part 9) and the companion publication *Best Management Practices: Tree Risk Assessment*, published by the International Society of Arboriculture (2011). Trees can have multiple failure modes with various risk ratings. One risk rating per tree will be assigned during the inventory. The failure mode having the greatest risk will serve as the overall tree risk rating. The specified time period for the risk assessment is one year.
- **Likelihood of Failure**—Identifies the most likely failure and rates the likelihood that the structural defect(s) will result in failure based on observed, current conditions.
 - Improbable—The tree or branch is not likely to fail during normal weather conditions and may not fail in many severe weather conditions within the specified time period.
 - Possible—Failure could occur, but it is unlikely during normal weather conditions within the specified time period.
 - Probable—Failure may be expected under normal weather conditions within the specified time period.

- Imminent—Failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load. The tree may require immediate action.
- **Likelihood of Impacting a Target**—The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls toward the target.
 - Very low—The chance of the failed tree or branch impacting the target is remote.
 - Rarely used sites
 - Examples include rarely used trails or trailheads
 - Instances where target areas provide protection
 - Low—It is not likely that the failed tree or branch will impact the target.
 - Occasional use area fully exposed to tree
 - Frequently used area partially exposed to tree
 - Constant use area that is well protected
 - Medium—The failed tree or branch may or may not impact the target.
 - Frequently used areas that is partially exposed to tree on one side
 - Constantly occupied area partially protected from tree
 - High—The failed tree or branch will most likely impact the target.
 - Fixed target is fully exposed to tree or tree part
- **Categorizing Likelihood of Tree Failure Impacting a Target**—The likelihood for failure and the likelihood of impacting a target are combined in the matrix below to determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

- **Consequence of Failure**—The consequences of tree failure are based on the categorization of target and potential harm that may occur. Consequences can vary depending upon size of defect, distance of fall for tree or limb, and any other factors that may protect a target from harm. Target values are subjective and should be assessed from the client’s perspective.
 - Negligible—Consequences involve low value damage and do not involve personal injury
 - small branch striking a fence

- medium-sized branch striking a shrub bed
 - large tree part striking structure and causing monetary damage
 - disruption of power to landscape lights
 - Minor—Consequences involve low to moderate property damage, small disruptions to traffic or communication utility, or very minor injury.
 - small branch striking a house roof from a high height
 - medium-sized branch striking a deck from a moderate height
 - a large tree part striking a structure, causing moderate monetary damage
 - short-term disruption of power at service drop to house
 - temporary disruption of traffic on neighborhood street
 - Significant—Consequences involve property damage of moderate to high value, considerable disruption, or personal injury.
 - a medium-sized part striking a vehicle from a moderate or high height
 - a large tree part striking a structure resulting in high monetary damage
 - disruption of distribution primary or secondary voltage power lines, including individual services and street-lighting circuits
 - disruption of traffic on a secondary street
 - Severe—Consequences involve serious potential injury or death, damage to high-value property, or disruption of important activities.
 - injury to a person that may result in hospitalization
 - a medium-sized part striking an occupied vehicle
 - a large tree part striking an occupied house
 - serious disruption of high-voltage distribution and transmission power line disruption of arterial traffic or motorways
- **Risk Rating**—The overall risk rating of the tree will be determined based on combining the likelihood of tree failure impacting a target and the consequence of failure in the matrix below.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Trees have the potential to fail in more than way and can affect multiple targets.

Tree risk assessors will identify the tree failure mode having the greatest risk, and report that as the tree risk rating. Generally, trees with the highest qualitative risk ratings should receive corrective treatment first. The following risk ratings will be assigned:

- None—Used for planting and stump sites only.
 - Low—The Low Risk category applies when consequences are “negligible” and likelihood is “unlikely”; or consequences are “minor” and likelihood is “somewhat likely”. Some trees with this level of risk may benefit from mitigation or maintenance measures, but immediate action is not usually required.
 - Moderate—The Moderate Risk category applies when consequences are “minor” and likelihood is “very likely” or “likely”; or likelihood is “somewhat likely” and consequences are “significant” or “severe.” In populations of trees, Moderate Risk trees represent a lower priority than High or Extreme Risk trees.
 - High—The High Risk category applies when consequences are “significant” and likelihood is “very likely” or “likely”, or consequences are “severe” and likelihood is “likely”. In population of trees, the priority of High Risk trees is second only to Extreme Risk trees.
 - Extreme—The Extreme Risk category applies in situations where tree failure is imminent and there is a high likelihood of impacting the target, and the consequences of the failure are “severe”. In some cases, this may mean immediate restriction of access to the target zone area to avoid injury to people.
- Notes. Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.

Attachment B Inventory Data Field Descriptions and Sizes

The following data fields and input/collection code formats are Davey Resource Group's recommended fields for a street tree inventory. These fields and their acceptable values will be programmed into Davey Resource Group's hand-held field computers for the inventory data collection.

Data Field Name	Field Format	Input Notes	Definition
Address Input Fields			
Address	Open Entry	Numeric	Property address
Assigned?	Yes/No	100X Main Street 100 Main Street	Yes = address assigned No = address not assigned
Street	Pick List	Street name: master file	Unique # per address and side
On Street	Pick List	Street name: master file	Street tree is located on
Side	Pick List	Front Side Rear Median	Location of site at address
Tree/Site Input Fields			
Species	Pick List	Species: master file	
Diameter	Pick List	Numeric	DBH (inches)
Multi-Stem	Radio	Yes No (Default to No)	
Condition	Radio	Excellent Very Good Good Fair Poor Critical Dead	100% 90% 80% 60% 40% 20% 0%
Primary Maintenance Need	Radio	Tree Clean Young Tree Train Removal Stump Removal Plant Tree	

Data Field Name	Field Format	Input Notes	Definition
Level 3 Inspection	Radio	No (default) Yes	No Further Inspection Level 3 Risk Assessment Recommended
Overhead Utilities	Radio	No (default) Yes	Utilities not present Utilities present
Likelihood of Failure	Radio	N/A Improbable Possible Probable Imminent	
Likelihood of Impacting Target	Radio	N/A Very Low Low Medium High	
Likelihood of Failure + Impact	Radio	N/A Unlikely Somewhat Likely Likely Very Likely	
Consequence	Radio	N/A Negligible Minor Significant Severe	
Risk Rating	Matrix Derived	None Low Risk Moderate Risk High Risk Extreme Risk	
Other Input Fields			
Notes	Open entry	Alpha & Numeric	Special conditions noted
GPS/GIS X	Easting	Numeric	Projected longitude coordinate
GPS/GIS Y	Northing	Numeric	Projected latitude coordinate
Serial Number	Open entry	Numeric	Unique identifier #
Date	MM/DD/YY		Date collected or edited
Time	0:00:00		Time collected (24 hour)
Staff	Pick List		Staff name or initials

Attachment C

Tree Inventory Management Plan

The *Tree Inventory Management Plan* details an action plan for urban forest maintenance based on an analysis of tree inventory data. Included in the management plan is a breakdown of the inventoried tree population and maintenance recommended during the inventory including tree removal, pruning, and planting needs. Annual budget preparations for the work identified are provided as a 5-year maintenance schedule.

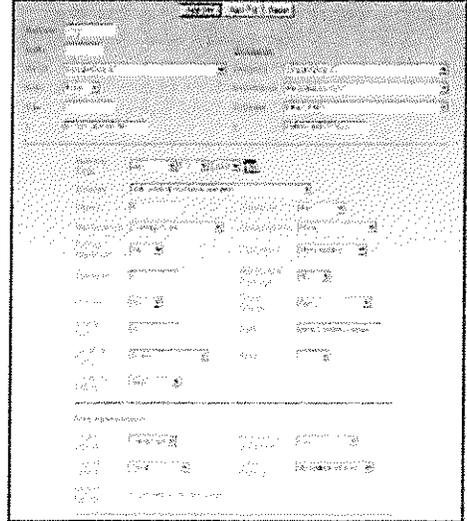
Management Plan Sections

- **Executive Summary.** This section presents a brief overview of inventory findings including the current state of the urban forest and recommended tree maintenance and planting needs. Recommended funding for the City to implement the findings of the inventory is provided here as well.
- **Benefits of the Urban Forest.** This section provides a brief overview of the economic, environmental, and social benefits trees provide to all who live, work, and play in a community.
- **Tree Inventory Analysis.** Identifies the area inventoried and discusses the tree population characteristics that affect management including: species diversity, diameter size class distribution, general health, street ROW stocking level, conflicts with infrastructure, and potential threats to trees from pests. Trends, observations, and concerns noted during the inventory or identified during analysis of the data are discussed in this section.
- **Tree Management Program.** This section details the activities that will constitute a multi-year urban forest management program. Headings in this section will include: how risk was assessed during the inventory; priority and proactive maintenance including priority tree removal and pruning; routine tree pruning and young tree training pruning cycles; inspections; tree planting; community outreach; and plan and inventory updating. The maintenance schedule, which is an editable Excel™ spreadsheet, is summarized in this section. The complete maintenance schedule is provided in an Appendix; it estimates the total costs for each of the above tree maintenance activities based on approximations of costs to perform similar work.
- **References, Glossary, and Appendices.** Also provided is a complete set of references cited, a glossary of some of the terms used in the plan, and an appendix. The appendix includes: site location methods, recommended species for future planting, invasive pests and diseases that affect trees, and the estimated costs for Manchester's Five-Year Tree Management Program as an editable Excel™ spreadsheet.

Attachment D TreeKeeper® 7.7 Subscription

TreeKeeper® 7 Primary Features

The primary TreeKeeper® 7 features described below make the software user-friendly and responsive to user needs. Input forms and predesigned reports help streamline data entry and make queries easier. Searches can be done on any attribute and group editing tools facilitate database updates.



Tree Sites

Viewing and managing existing site data or adding new site information is easy with the *Tree Sites* feature. To edit a site, the entire database can be searched using a single attribute, such as an address, or multiple attributes, such as species, condition, and DBH range.

Call Manager

The *Call Manager* feature allows the user to log and track incoming calls related to specific sites/trees. It enhances recordkeeping allowing the user to note the date, reason, priority, comments, and the person taking the call. *Call Manager* will help you monitor trends and project the future service needs of your program.

Edit inventory information quickly.

Work Manager

The *Work Manager* feature allows the user to create work records for individual trees/sites or groups of sites. When creating a work record, the user can assign a work and crew type, priority, and job status. Work records can be grouped into printable work orders allowing the user to complete and update work records with a mouse click. In addition, costs can be assigned and tracked to monitor budgets and forecast projections.

TreeKeeper® 7 Integrated Mapping Component

Integrated mapping is a key feature in TreeKeeper® 7 that allows you to utilize your TreeKeeper® 7 database with a map without placing any extra requirements on your computer. This feature enables you to have a system capable of mapping queries, zooming, panning, and moving tree points. The mapping component can be used with Microsoft® Windows® XP or higher in conjunction with Microsoft® Internet Explorer® 8.0 or higher and is included in all TreeKeeper® 7 deployments that have underlying GIS data to support it.

TreeKeeper® 7 Reporting Capabilities

Another great feature of the TreeKeeper® 7 management software is its flexible reporting system which allows you to design your own reports and save report layouts to run again with other data.

Various reports can be created including customized site listing reports and summary reports; tree valuation reports based on the trunk method valuation formula that supports the USDA Community Tree Assessment for appraisals; and even pie and bar chart reports.

TreeKeeper® 7 Data Tracking Capabilities

A key feature of TreeKeeper® 7 is its ability to track various types of data including electronic documents. This means that not only is TreeKeeper® 7 capable of tracking work histories, it can also store digital photos, letters to the residents, tree hazard evaluation forms, and other pertinent documents that the user may wish to keep associated with a given tree or site. The diagram below illustrates the types of data that TreeKeeper® 7 is capable of tracking. All electronic documents are easily accessible through the TreeKeeper® 7 View Site screen. From this screen, the user can download documents to review or upload new documents to file with the site.

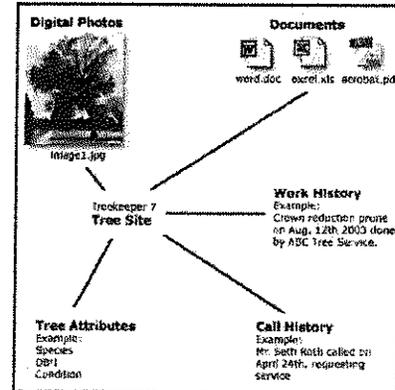


Diagram showing the data related to a *Tree Site* in a database.

Software Training and Support

Davey Resource Group can provide an on-site training seminar designed specifically for you. Training focuses on GIS basics and TreeKeeper® 7 software capabilities, including working with the *Map Screen* and map data as well as introducing users to data field/attribute input and querying. Other aspects of the software can be reviewed within time allotted and based on user interest and skill level. The software training qualifies for up to six International Society of Arboriculture (ISA) continuing education units (CEUs). With the on-site training, one full year of unlimited telephone support is included. Additional five-hour blocks of telephone support may be purchased for following years.

INTRODUCED BY ALDERMAN STEVENS

BILL NO. 15-

ORDINANCE NO. 15-

AN ORDINANCE AMENDING ORDINANCE NO. 14-2094 ADOPTING AND APPROVING THE BUDGET FOR THE CITY OF MANCHESTER FOR THE YEAR JANUARY 1, 2015 THROUGH DECEMBER 31, 2015, BY (1) INCREASING THE ESTABLISHED BUDGET FOR THE SANITARY SEWER REPAIR FUND BY THIRTY THOUSAND DOLLARS (\$30,000.00), AND (2) REDUCING THE SANITARY SEWER REPAIR FUND BALANCE FOR THE BEGINNING OF 2016 BY THIRTY THOUSAND DOLLARS (\$30,000.00).

WHEREAS, on December 1, 2014, the Board of Aldermen enacted Ordinance No. 14-2094, adopting and approving the budget for the City of Manchester for the year January 1, 2015 through December 31, 2015; and,

WHEREAS, during calendar year 2015, the cost of sanitary sewer repair requests are expected to reach \$255,280 while only \$225,280 was budgeted.

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

Section One: The budget for the City of Manchester for the year commencing January 1, 2015 and ending December 31, 2015 is hereby amended by increasing the Sewer Lateral Fund in the amount of Thirty Thousand Dollars (\$30,000.00), so that such Fund shall contain, upon adoption hereof, \$255,280.

Section Two: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF DECEMBER, 2015.

CITY OF MANCHESTER, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

INTRODUCED BY ALDERMAN HAMILL

BILL NO. 15- _____ ORDINANCE NO. 15- _____

AN ORDINANCE CALLING FOR AN ELECTION ON APRIL 5, 2016, TO SUBMIT A BALLOT PROPOSITION CONCERNING CONTINUATION OF THE APPLICATION AND COLLECTION OF LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, BOATS, OUTBOARD MOTORS, AND TRAILERS THAT ARE PURCHASED FROM A SOURCE OTHER THAN A MISSOURI LICENSED DEALER.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: Election and Ballot Proposition. Pursuant to the authority granted by the State of Missouri under the provisions of Section 32.087.5 RSMo., the Board of Aldermen of the City of Manchester, Missouri does hereby call and provide for a general municipal election to be held in the City of Manchester, Missouri, on Tuesday, April 5, 2016, said date being a General Municipal Election Day. The polls are open at 6:00 a.m. and shall remain open until 7:00 p.m. The ballot proposition for continuing the application and collection of local sales tax on the titling of motor vehicles, boats, outboard motors, and trailers purchased from a source other than a Missouri licensed dealer in the City of Manchester, Missouri, shall be substantially in the following form:

OFFICIAL BALLOT
CITY OF MANCHESTER, MISSOURI
A CITY OF THE FOURTH CLASS
TUESDAY, APRIL 5, 2016

QUESTION

Shall the City of Manchester continue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer? Rejection of this measure will result in a reduction of local revenue to provide for vital services for the City of Manchester and it will place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.

_____ YES

_____ NO

If you are in favor of the question, place an X in the box opposite "Yes".
If you are opposed to the question, place an X in the box opposite "No".

INTRODUCED BY ALDERMAN HAMILL

BILL NO. 15- _____ ORDINANCE NO. 15- _____

Section Two: Effective Date. If a majority of the votes cast on the aforementioned question by the qualified voters voting thereon are in favor of the question, then the City of Manchester shall continue the application and collection of local sales tax on motor vehicles, boats, outboard motors, and trailers that were purchased from a source other than a Missouri licensed dealer.

Section Three: Election Authority. Said Election shall be conducted by the County Clerk of St. Louis County, Missouri, in accordance with the election laws and statutes pertaining to cities of the fourth class.

Section Four: Notice and Sample Ballot. The City Clerk is authorized and directed to give the necessary notice and sample ballot of said election to the County Clerk in all manner conforming to the election laws of the State of Missouri and the laws and statutes pertaining to cities of the fourth class.

Section Five: Certification of Election Results. The results of said election on the aforesaid proposition shall be certified in accordance with the election laws and statutes of the State of Missouri.

Section Six: Ordinance Effective. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

INTRODUCED BY ALDERMAN HAMILL

BILL NO. 15-

ORDINANCE NO. 15-

AN ORDINANCE CALLING FOR AN ELECTION ON APRIL 5, 2016, TO SUBMIT A BALLOT PROPOSITION CONCERNING IMPOSING A LOCAL USE TAX AT THE SAME RATE AS THE LOCAL SALES TAX OF THE CITY OF MANCHESTER, MISSOURI ON PURCHASES FROM OUT-OF-STATE VENDORS THAT EXCEED TWO THOUSAND DOLLARS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: Election and Ballot Proposition. Pursuant to the authority granted by the State of Missouri pursuant to Chapter 144 RSMo., the Board of Aldermen of the City of Manchester, Missouri does hereby call and provide for a general municipal election to be held in the City of Manchester, Missouri, on Tuesday, April 5, 2016, said date being a General Municipal Election Day. The polls are open at 6:00 a.m. and shall remain open until 7:00 p.m. The ballot proposition imposing a local use tax at the same rate as the local sales tax of the City of Manchester, Missouri on purchases from out-of-state vendors that exceed two thousand dollars shall be in the following form:

OFFICIAL BALLOT
CITY OF MANCHESTER, MISSOURI
A CITY OF THE FOURTH CLASS
TUESDAY, APRIL 5, 2016

QUESTION

Shall the City of Manchester be authorized to impose a local use tax at the same rate as the local sales tax established by a vote of the governing body, provided that if any local sales tax is repealed, reduced or raised by voter approval, the respective local use tax shall also be repealed, reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not, in total, exceed two thousand dollars in any calendar year. .

_____ YES

_____ NO

If you are in favor of the question, place an X in the box opposite "Yes".
If you are opposed to the question, place an X in the box opposite "No".

INTRODUCED BY ALDERMAN HAMILL

BILL NO. 15-

ORDINANCE NO. 15-

Section Two: Effective Date. If a majority of the votes cast on the aforementioned question by the qualified voters voting thereon are in favor of the question, then the City of Manchester shall impose a local use tax at the same rate as the local sales tax established by a vote of the governing body, provided that if any local tax is repealed, reduced or raised by voter approval, the respective use tax shall also be repealed, reduced or raised by the same action. A use tax return for the use tax imposed hereunder shall not be required to be filed by persons whose purchases from out-of-state vendors do not, in total, exceed two thousand dollars.

Section Three: Election Authority. Said Election shall be conducted by the County Clerk of St. Louis County, Missouri, in accordance with the election laws and statutes pertaining to cities of the fourth class.

Section Four: Notice and Sample Ballot. The City Clerk is authorized and directed to give the necessary notice and sample ballot of said election to the County Clerk in all manner conforming to the election laws of the State of Missouri and the laws and statutes pertaining to cities of the fourth class.

Section Five: Certification of Election Results. The results of said election on the aforesaid proposition shall be certified in accordance with the election laws and statutes of the State of Missouri.

Section Six: Ordinance Effective. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney