

401 Main Street Pevely, Missouri 63070

A PUBLIC NOTICE IS HEREBY GIVEN THAT THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, WILL CONDUCT A PUBLIC HEARING AT 5:30 P.M. ON APRIL 15, 2018 AT PEVELY CITY HALL, 401 MAIN STREET, TO CONSIDER AND ACT UPON THE MATTERS ON THE FOLLOWING TENTATIVE AGENDA AND SUCH OTHER MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINE TO BE APPROPRIATE FOR DISCUSSION AT THAT TIME.

## **Board of Aldermen Special Meeting**

Special Note: This meeting will be recorded.

The meeting will take place on April 15, 2019 at 5:30 P.M.

## Agenda

The City of Pevely Board of Alderman will hold a public hearing before their regularly scheduled meeting Monday April 15, 2019 at 5:30 PM at Pevely City Hall, 401 Main Street, Pevely, MO 63070.

Amanda Kula - Hearing

All interested parties are welcomed to attend.

All copies of all ordinances proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only pursuant to RSMo. 79.130.

Posted On: 4/12/2019 11:57:53 AM By: Chevenne Koch, Deputy City Clerk



401 Main Street Pevely, Missouri 63070

A PUBLIC NOTICE IS HERBY GIVEN THAT THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, WILL CONDUCT A SPECIAL MEETING AT 6:00 P.M. ON APRIL 15, 2019 AT PEVELY CITY HALL, 401 MAIN STREET, TO CONSIDER AND ACT UPON THE MATTERS ON THE FOLLOWING TENTATIVE AGENDA AND SUCH OTHER MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINED TO BE APPROPRIATE FOR DISCUSSION AT THAT TIME.

## **Board of Aldermen Closed Meeting**

Special Note: This meeting will be recorded.

The meeting will take place on April 15, 2019 at 6:00 P.M.

### Agenda

PLEDGE OF ALLEGIANCE ROLL CALL CLOSED SESSION

THE TENTATIVE AGENDA OF THIS MEETING ALSO INCLUDED A VOTE TO CLOSE PART OF THIS MEETING PURSUANT TO SECTION 610:021; PARAGRAPH (1) LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION AND PARAGRAPH (2) LEASING, PURCHASE OR SALE OF REAL ESTATE AND PARAGRAPH (3) HIRING, FIRING, DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES AND PARAGRAPH (13) INDIVIDUALLY IDENTIFIABLE PERSONNEL RECORDS, PERFORMANCE RATINGS OR RECORDS PERTAINING TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT.

OPEN SESSION ADJOURN

All copies of all ordinances proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only pursuant to RSMo, 79.130.

Posted On: 4/12/2019 11:58:40 AM By: Cheyenne Koch, Deputy City Clerk



401 Main Street Pevely, Missouri 63070

A PUBLIC NOTICE IS HEREBY GIVEN THAT THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, WILL CONDUCT ITS REGULARLY SCHEDULED BOARD OF ALDERMEN MEETING AT 7:00 P.M. ON APRIL 15, 2019 AT PEVELY CITY HALL, 401 MAIN STREET, TO CONSIDER AND ACT UPON THE MATTERS ON THE FOLLOWING TENTATIVE AGENDA AND SUCH OTHER MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINE TO BE APPROPRIATE FOR DISCUSSION AT THAT TIME.

## **Board of Aldermen Regular Meeting**

Special Note: This meeting will be recorded.

The meeting will take place on April 15, 2019 at 7:00 P.M.

## Agenda

#### 1. Pledge of Allegiance

#### 2. Roll Call

#### 3. Citizen's Comments

"Citizen's Comments shall be limited to three (3) minutes to address the Council. Please fill out a "Request to Speak" form and give it to the City Clerk prior to the meeting. Visitors are not allowed to speak during the business portion of the meeting and no responses from the Mayor or Board of Alderman during Citizen's Comments will be given."

### 4. Swearing in City Officials

### 5. Consent Agenda

- a. Approval of Agenda
- b. February Financial Report
- c. March AP Report
- d. Administration Report
- e. Court Report
- f. Approval of Minutes
  - a. March 4, 2019 Closed and Regular Meeting
  - b. March 18, 2019 Closed and Regular Meeting
  - c. March 25, 2019 Workshop

#### 6. Ordinances

a. Bill #1486 – 2<sup>nd</sup> Reading

An ordinance of the City of Pevely, Missouri, authorizing the Mayor to enter into and execute an agreement with Cochran Engineering, for the purpose of designing and managing a water main replacement project that includes portions of Riverview Drive, El Camino Drive, and Alta Drive.



401 Main Street Pevely, Missouri 63070

#### 7. Resolutions

a. Resolution # 2019/81 – 1<sup>st</sup> and 2<sup>nd</sup> Reading
A resolution accepting the resignation of Charles Anthony Moutray and authorizing the Mayor to sign the separation agreement and general release of claims.

#### 8. Appointments

#### 9. Bids

#### 10. Motions

a. Park Board Alternates

Motion: To amend ordinance to add two alternates to the Park Board.

b. Street Repair - Aldermen Coulson

Motion: To have a plan ready for the Board of Aldermen approval on April 22<sup>nd</sup>.

c. Streets on Quail Meadow – Aldermen Coulson

Motion: To reduce the speed limit from 20 to 15 mph.

d. Streets on Quail Meadow - Aldermen Coulson

Motion: To paint curbs yellow at fire hydrants.

e. Streets on Quail Meadow – Aldermen Coulson

Motion: To prohibiting parking on right side of street (as you exit).

f. Procedural Police Board Plans – Aldermen Coulson

Motion: To approve Police Personnel Board action plan.

g. Procedural Police Board Plans – Aldermen Coulson

Motion: To amend ordinance to add two alternates to the Police Personnel Board.

h. Police Enforcement Strategies – Aldermen Coulson

Motion: To require and assist Police command in developing, adopting, and implementing effective enforcement strategies.

i. City Code Amendment – Aldermen Coulson

Motion: To amend city code to accurately reflect state of municipal judge, Police

Chief, etc.



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- j. Meramec Specialty Company DBA Fireworks City Motion: To approve Meramec Specialty Company's firework stand between Burger King and Mobil on the Run.
- k. On-Call Engineering Services Motion: To authorize the City Administrator to solicit statements of qualifications from professional engineering firms for on-call engineering services.
- Recycling Event Flyer
   Motion: To approve the flyer for the June 29<sup>th</sup> recycling event.
- m. Movie Night at the Drive-In Recycling Motion: To allow the Herculaneum High School Ecology Club to collect recyclables at the movie night at the Drive-In.
- n. Solicitors Permit Motion: To approve the solicitors permit for Jana Alford from April 12, 2019 through September 30, 2019.
- o. Park Board Storage
  Motion: To allow storage of the Park Board event items at City Hall in an accessible
  room to the Park Board members or allow the Park Board to rent a climate controlled
  storage unit.

### 11. Committee Reports

- a. Planning and Zoning
- b. Police Personnel Board
- c. Park Board

### 12. Administrative Reports

- a. Attorney Westhoff
- b. Captain Miller
- c. City Administrator

### 13. Council Member Reports

- a. Alderman Markus
- b. Alderman Coulson
- c. Alderman Hahn
- d. Alderman Tucker
- e. Alderman Menkhus
- f. Alderman Pieper
- g. Alderman Watkins
- h. Alderman Brooks



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i. Mayor Haas

14. Adjournment

All copies of all ordinance proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

Posted On: 4/12/2019 12:00:12 PM By: Cheyenne Koch, Deputy City Clerk

## CITY OF PEVELY, MISSOURI

### FINANCIAL STATEMENTS

February 28, 2019

## Thurman, Shinn & Company Certified Public Accountants

315 North Washington Street Farmington, MO 63640 Office: 573-760-9400

Fax: 573-760-0101

334 North State Street, Ste. A

Desloge, MO 63601

Office: 573-432-4240

Fax: 573-431-7708

To Management City of Pevely, Missouri Pevely, Missouri 63070

Management is responsible for the accompanying financial statement of the City of Pevely, Missouri for the two months ended February 28, 2019, which comprise the departmental budget summary-budget basis, and for determining that the budget basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statement.

The financial statement is prepared in accordance with the budget basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the budget basis of accounting. If the omitted disclosures were included in the financial statement, they might influence the user's conclusions about the City's assets, liabilities, fund balances, revenues, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to the City of Pevely, Missouri.

Thurman, Shinn & Company Certified Public Accountants

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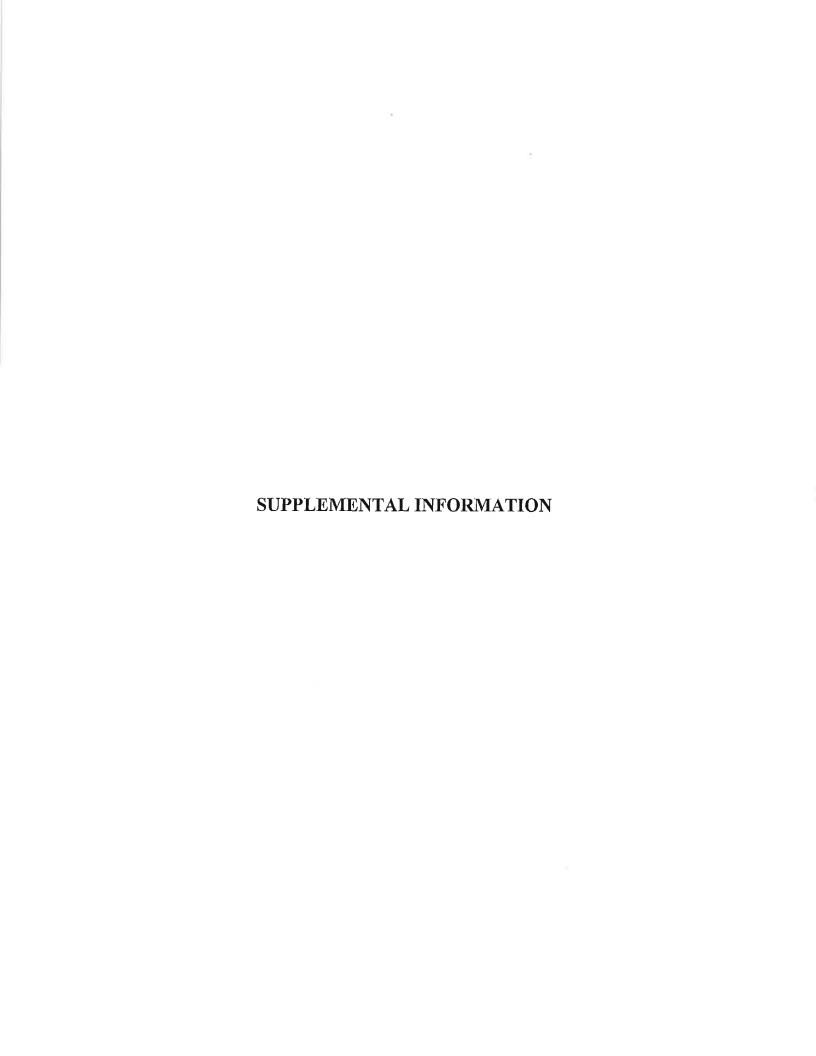
Farmington, MO March 28, 2019

## CITY OF PEVELY, MISSOURI DEPARTMENTAL BUDGET SUMMARY-BUDGET BASIS FOR THE TWO MONTHS ENDED FEBRUARY 28, 2019 (SEE ACCOUNTANTS' COMPILATION REPORT)

	,	ear to Date		Budget	Variance	% of Budget
General Fund						
Revenue						
Court Administration Police Dispatch Code Enforcement Animal Control Sanitation Park	\$	44,562 754,012 17,250 4,632 8,956 162 60,193 1,735	\$	240,350 2,740,840 72,900 38,000 45,300 1,500 367,000 33,860	\$ (195,788) (1,986,828) (55,650) (33,368) (36,344) (1,338) (306,807) (32,125)	18.54% 27.51% 23.66% 12.19% 19.77% 10.80% 16.40% 5.12%
Total Revenue		891,502		3,539,750	(2,648,248)	25.19%
Expenditures						
Courts Prosecutor Administration Police Dispatch Code Enforcement Animal Control Sanitation Park		21,380 7,313 101,952 262,281 55,743 22,398 13,344 58,053 8,402		160,700 49,500 747,390 1,449,550 365,848 183,650 91,450 367,000 76,100	(139,320) (42,187) (645,438) (1,187,269) (310,105) (161,252) (78,106) (308,947) (67,698)	13.30% 14.77% 13.64% 18.09% 15.24% 12.20% 14.59% 15.82% 11.04%
Total Expenditures		550,866		3,491,188	(2,940,322)	15.78%
Revenue Over (Under) Expenditures	\$	340,636	\$	48,562	\$ 292,074	
City Transportation Fund		3.				
Revenue .	\$	111,093	\$	725,140	\$ (614,047)	15.32%
Expenditures		129,523		826,950	 (697,427)	15.66%
Revenue Over (Under) Expenditures	\$	(18,430)	\$	(101,810)	\$ 83,380	
County Road Improvement Fund						
Revenue	\$	68,019	\$	720,000	\$ (651,981)	9.45%
Expenditures		24,150	i i	965,000	(940,850)	2.50%
Revenue Over (Under) Expenditures	\$	43,869	\$	(245,000)	\$ 288,869	

## CITY OF PEVELY, MISSOURI DEPARTMENTAL BUDGET SUMMARY-BUDGET BASIS FOR THE TWO MONTHS ENDED FEBRUARY 28, 2019 (SEE ACCOUNTANTS' COMPILATION REPORT)

	Year to Date		Budget	Variance	% of Budget
NID Fund					
Revenue	\$	133,069 \$	326,806 \$	(193,737)	40.72%
Expenditures		385,006	419,074	(34,068)	91.87%
Revenue Over (Under) Expenditures	\$	(251,937) \$	(92,268) \$	(159,669)	
City Hall Fund					
Revenue	\$	43,723 \$	310,500 \$	(266,777)	14.08%
Expenditures	-	208,198	446,663	(238,465)	46.61%
Revenue Over (Under) Expenditures	\$	(164,475) \$	(136,163) \$	(28,312)	
Water Fund				e	
Revenue	\$	174,501 \$	994,450 \$	(819,949)	17.55%
Expenditures		151,467	1,377,664	(1,226,197)	10.99%
Revenue Over (Under) Expenditures	\$	23,034 \$	(383,214) \$	406,248	
Sewer Fund					
Revenue	\$	234,760 \$	1,389,600 \$	(1,154,840)	16.89%
Expenditures		207,999	1,539,432	(1,331,433)	13.51%
Revenue Over (Under) Expenditures	\$	26,761 \$	(149,832) \$	176,593	



## City of Pevely Operating and Debt Service Account Balances

Operating	2/28/19
Operating	
General Fund	
General Fund Checking	\$ 514,037
Protested Taxes	3,783
Police Training	49,899
Parks and Recreation	40,599
Tax Accumulative	22,695
Gross Receipts	1,365,833
911	24,091
Inmate Security	21,701
Tourism Tax	185,470
Credit Card Savings	10,919
Croun dara daringo	2,239,027
	2,200,021
City Transportation Fund	1,031,580
County Road Improvement Fund	
Operating Checking	13,165
Due From Jefferson County	685,180
5 do 1 form conscion County	698,345
	000,040
NID Fund	(99,570)
City Hall Fund	298,106
Water Fund	
Operating Checking-Water	2,292,988
Reserve & Replacement Account	513,261
Water Deposit Account	145,187
Tale. Deposit loosun	2,951,436
	2,001,100
Sewer Fund	
Operating Checking-Sewer	4,054,224
Sewer Deposit Account	19,872
	4,074,096
Storm Water Fund	13,960
Total Operating Account Balances	\$ 11,206,980

	GE	GENERAL SALES TAX	ALES TA	×	
Apply to:	19 FY	18 FY	17 FY	16 FY	15 FY
January	45,611	38,209	55,897	65,452	43.491
February	41,285	40,340	36,522	35.207	45 687
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

Total	86,896	78,549	92,419	100,659	89,178
\$ Change	8,347	(13,870)	(8,240)	11,481	
% Change	10.63%	-15.01%	-8.19%	12.87%	

#### Statement of Revenues and Expenditures - Budget Basis 10 - General 10 - Municipal Court

## From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Court Fines & Costs	44,561.81	240,000.00	(195,438.19)	(81.43)%
Inmate Security fee	0.00	350.00	(350.00)	(100.00)%
Total Revenue	44,561.81	240,350.00	(195,788.19)	(81.46)%
Expense				
Salaries & Wages	8,070.90	53,500.00	45,429.10	84.91%
Group Insurance	1,981.06	15,100.00	13,118.94	86.88%
Lagers	1,476.96	10,300.00	8,823.04	85.66%
Payroll Taxes	609.70	4,200.00	3,590.30	85.48%
Provisional Judge	3,000.00	18,000.00	15,000.00	83.33%
Supplies	235,17	500.00	264.83	52.97%
Miscellaneous	0.00	200.00	200.00	100.00%
O&M Materials	171.99	3,000.00	2,828.01	94.27%
Small Equipment	391,62	0.00	(391.62)	0.00%
Computer Service	153.00	9,000.00	8,847.00	98.30%
Software Licensing	1,611.75	8,600.00	6,988.25	81.26%
Dues	134.32	200,00	65.68	32.84%
Training	0.00	3,000.00	3,000.00	100.00%
Equipment Repairs	0.00	200.00	200.00	100.00%
Insurance	2,818.35	12,000.00	9,181.65	76,51%
Other Service & Charges	185.24	14,000.00	13,814.76	98.68%
Postage	225.00	1,400.00	1,175.00	83.93%
Utilities	314.73	7,500.00	7,185.27	95.80%
Total Expense	21,379.79	160,700.00	139,320.21	86.70%
Net Revenue over (under) Expenses	23,182.02	79,650.00	(56,467.98)	(70.90)%

#### Statement of Revenues and Expenditures - Budget Basis

#### 10 - General

#### 11 - Prosecutor

#### From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Orlginal	YTD Budget Varlance - Original	Percent Total Budget Remaining - Original
Expense				
Prosecutor	4,000.00	27,000.00	23,000.00	85.19%
Assistant Prosecutor	3,130.00	20,000.00	16,870.00	84.35%
Supplies	182.94	2,000.00	1,817.06	90.85%
Postage	0.00	500.00	500.00	100.00%
Total Expense	7,312.94	49,500.00	42,187.06	85.23%
Net Revenue over (under) Expenses	(7,312.94)	(49,500.00)	42,187.06	(85.23)%

## Statement of Revenues and Expenditures - Budget Basis 10 - General

#### 15 - Administration From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Orlginal
Revenue				
Sales Tax	86,895.97	615,000.00	(528,104.03)	(85.87)%
Gen Revenue Tax	433,623.77	880,000.00	(446,376.23)	(50.72)%
Gross Receipts Fee	146,096.61	960,000.00	(813,903.39)	(84.78)%
Auto Stickers	75.00	100.00	(25.00)	(25.00)%
Ligour License Fee	825.00	4,500.00	(3,675.00)	(81.67)%
Merchant's License	41,831.75	50,000.00	(8,168.25)	(16.34)%
Vending License	50.00	1,000.00	(950.00)	(95.00)%
Interest Income	2,647.26	16,000.00	(13,352.74)	(83.45)%
Reimbursements	10,374.41	15,000.00	(4,625.59)	(30.84)%
Miscellaneous Revenue	637.88	15,000.00	(14,362.12)	(95.75)%
Utility PILOT	30,954.71	184,240.00	(153,285.29)	(83.20)%
Total Revenue	754,012.36	2,740,840.00	(1,986,827.64)	(72.49)%
Expense				
Salaries & Wages	17,128.05	175,000.00	157,871.95	90.21%
Group Insurance	2,994.16	31,000.00	28,005.84	90.34%
Lagers	2,594.58	31,000.00	28,405.42	91.63%
Payroll Taxes	1,354.78	13,500.00	12,145.22	89.96%
Uniforms	0.00	800.00	800.00	100.00%
Drug Test	0.00	100.00	100.00	100.00%
Auditing & Accounting	14,180.00	85,000.00	70,820.00	83.32%
Supplies	241.49	3,000.00	2,758.51	91.95%
Gas & Oil	17.94	500.00	482.06	96,41%
Miscellaneous	0.00	10,000.00	10,000.00	100.00%
O&M Materials	434.07	14,000.00	13,565.93	96.90%
Contracted Services	0.00	10,000.00	10,000.00	100.00%
Small Equipment	2,250.88	3,000.00	749.12	24.97%
Advertising	453.60	4,000.00	3,546.40	88.66%
Building Maintenance	0.00	6,000.00	6,000.00	100.00%
Computer Service	109.43	21,000.00	20,890.57	99.48%
Software Licensing	7,383.75	11,000.00	3,616.25	32.88%
Dues	14.28	6,000.00	5,985.72	99.76%
Election Expenses	1,657.00	4,000.00	2,343.00	58.58%
Training	238.00	8,000.00	7,762.00	97.03%
Equipment Repairs	196.14	3,000.00	2,803.86	93.46%
Insurance	5,769.42	30,000.00	24,230.58	80.77%
Legal	10,242.50	60,000.00	49,757.50	82.93%
Other Service & Charges	899.50	3,250.00	2,350.50	72.32%
Postage	236.91	5,000.00	4,763.09	95.26%
Cleaning	1,755.00	12,000.00	10,245.00	85.38%
Utilities	846.29	13,000.00	12,153.71	93.49%
Transfer Out	30,954.71	184,240.00	153,285.29	83.20%
Total Expense	101,952.48	747,390.00	645,437.52	86.36%
Net Revenue over (under) Expenses	652,059.88	1,993,450.00	(1,341,390.12)	(67.29)%

#### Statement of Revenues and Expenditures - Budget Basis 10 - General

20 - Police From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Prisoner Revenue	13,500.00	54,000.00	(40,500.00)	(75.00)%
Grant Income	3,014.64	16,200.00	(13,185.36)	(81.39)%
Interest Income	12.74	100.00	(87.26)	(87.26)%
Police Reports	723.00	2,600.00	(1,877.00)	(72.19)%
Total Revenue	17,250.38	72,900.00	(55,649.62)	(76.34)%
Expense				
Salaries & Wages	137,997.25	770,000.00	632,002.75	82.08%
Group Insurance	25,293.80	171,000.00	145,706.20	85.21%
Lagers	21,929.17	142,000.00	120,070.83	84.56%
Payroll Taxes	10,442.15	59,000.00	48,557.85	82.30%
Uniforms	1,238.75	13,000.00	11,761.25	90.47%
Drug Test	0.00	400.00	400.00	100.00%
Supplies	29.15	2,000.00	1,970.85	98.54%
Ammunition	1,127.02	6,000.00	4,872.98	81.22%
Gas & Oil	3,277.34	22,000.00	18,722.66	85.10%
Small Tools & Equipment	184.95	3,500.00	3,315.05	94.72%
Miscellaneous	0.00	750.00	750.00	100.00%
O&M Materials	1,683.24	18,000.00	16,316.76	90.65%
Small Equipment	561.89	5,000.00	4,438.11	88.76%
Advertising	0.00	500.00	500.00	100.00%
Public Relations Material	912.45	5,000.00	4,087.55	81.75%
<b>Building Maintenance</b>	(216.77)	4,000.00	4,216.77	105.42%
Computer Service	336.74	10,000.00	9,663.26	96.63%
Software Licensing	587.00	26,400.00	25,813.00	97.78%
Dues	220.00	600,00	380.00	63.33%
Drug Enforcement	0.00	12,000.00	12,000.00	100.00%
Training	1,469.00	10,000.00	8,531.00	85.31%
Equipment Repairs	839.41	5,000.00	4,160.59	83.21%
Prisoner Expense	4,291.72	2,200.00	(2,091.72)	(95.08)%
Insurance	16,834.07	65,000.00	48,165.93	74.10%
Legal	5,781.25	5,000.00	(781.25)	(15.63)%
Other Service & Charges	122.97	1,000.00	877.03	87.70%
Postage	90.53	1,200.00	1,109.47	92,46%
Cleaning	136.50	2,000.00	1,863.50	93.17%
Utilities	2,591.17	30,000.00	27,408.83	91.36%
Vehicle Maintenance	5,828.92	20,000.00	14,171.08	70.86%
Loan Payments	18,691.27	37,000.00	18,308.73	49.48%
Total Expense	262,280,94	1,449,550.00	1,187,269.06	81.91%
Net Revenue over (under) Expenses	(245,030.56)	(1,376,650.00)	1,131,619.44	(82.20)%

#### Statement of Revenues and Expenditures - Budget Basis

10 - General

21 - Dispatch

From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
911 Emergency Tele Tax	4,631.98	38,000.00	(33,368.02)	(87.81)%
Total Revenue	4,631.98	38,000.00	(33,368.02)	(87.81)%
Expense				
Salaries & Wages	27,431.23	177,000.00	149,568.77	84.50%
Group Insurance	5,996.92	51,000.00	45,003.08	88.24%
Lagers	5,008.90	32,000.00	26,991.10	84.35%
Payroll Taxes	2,110.79	14,000.00	11,889.21	84.92%
O&M Materials	1,250.20	5,000.00	3,749.80	75.00%
Small Equipment	3,211.62	8,000.00	4,788.38	59.85%
Computer Service	242,33	0.00	(242.33)	0.00%
Software Licensing	240.00	10,000.00	9,760.00	97.60%
Dues	20.00	0.00	(20.00)	0.00%
Training	0.00	2,000.00	2,000.00	100.00%
Equipment Repairs	0.00	3,000.00	3,000.00	100.00%
Insurance	1,918.53	0.00	(1,918.53)	0.00%
Utllities	8,312.29	35,000.00	26,687.71	76.25%
Capital Equipment	0.00	28,848.00	28,848.00	100.00%
Total Expense	55,742.81	365,848.00	310,105.19	84.76%
Net Revenue over (under) Expenses	(51,110.83)	(327,848.00)	276,737.17	(84.41)%

#### Statement of Revenues and Expenditures - Budget Basis

#### 10 - General

#### 25 - Code Enforcement From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Orlginal	Percent Total Budget Remaining - Original
Revenue				
Occupancy Permit Fees	2,114.00	3,500.00	(1,386.00)	(39.60)%
Contractors License	644.00	3,500.00	(2,856.00)	(81.60)%
Building Permits	6,197.78	28,000.00	(21,802.22)	(77.87)%
P&Z & B of A Fees	0.00	300.00	(300.00)	(100.00)%
Security Dep-Building Permit	0.00	7,000.00	(7,000.00)	(100.00)%
Code Violation Revenue	0.00	3,000.00	(3,000.00)	(100.00)%
Total Revenue	8,955.78	45,300.00	(36,344.22)	(80.23)%
Expense				
Salaries & Wages	12,246.26	75,000.00	62,753.74	83.67%
Group Insurance	2,937.60	21,000.00	18,062.40	86.01%
Lagers	0.00	14,500.00	14,500.00	100.00%
Payroll Taxes	961.49	6,000.00	5,038.51	83.98%
Uniforms	0.00	800.00	800.00	100.00%
Drug Test	0.00	50.00	50.00	100.00%
Supplies	157.65	1,000.00	842.35	84.23%
Gas & Oil	215.04	1,500.00	1,284.96	85.66%
Miscellaneous	0.00	500.00	500.00	100.00%
O&M Materials	801.27	3,000.00	2,198.73	73.29%
Small Equipment	0.00	600.00	600.00	100.00%
Advertising	195.00	2,000.00	1,805.00	90.25%
Building Maintenance	0.00	300.00	300.00	100.00%
Computer Service	100.48	12,000.00	11,899.52	99.16%
Software Licensing	696.75	150,00	(546.75)	(364.50)%
Dues	14.28	500.00	485.72	97.14%
Training	0.00	4,500.00	4,500.00	100.00%
Equipment Repairs	0.00	1,000.00	1,000.00	100.00%
Insurance	3,043.84	11,000.00	7,956.16	72.33%
Other Service & Charges	0.00	250.00	250.00	100.00%
Postage	225.00	1,500.00	1,275.00	85.00%
Utilities	759.14	7,000.00	6,240.86	89.16%
Vehicle Maintenance	44.39	1,500.00	1,455.61	97.04%
Code Violation Expense	0.00	3,000.00	3,000.00	100.00%
Capital Equipment	0.00	15,000.00	15,000.00	100.00%
Total Expense	22,398.19	183,650.00	161,251.81	87.80%
Net Revenue over (under) Expenses	(13,442.41)	(138,350.00)	124,907.59	(90.28)%

#### Statement of Revenues and Expenditures - Budget Basis

#### 10 - General

#### 29 - Animal Control

From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Animal Control	161.50	1,500.00	(1,338.50)	(89.23)%
Total Revenue	161.50	1,500.00	(1,338.50)	(89.23)%
Expense				
Salaries & Wages	5,562.03	33,500.00	27,937.97	83.40%
Group Insurance	1,497.58	10,500.00	9,002.42	85.74%
Lagers	1,017.84	6,500.00	5,482.16	84.34%
Payroll Taxes	427.90	2,600.00	2,172.10	83.54%
Uniforms	19.50	400.00	380.50	95.13%
Drug Test	0.00	200.00	200.00	100.00%
Supplies	29.15	800.00	770.85	96.36%
Gas & Oil	111.71	1,100.00	988.29	89.84%
Miscellaneous	0.00	200.00	200.00	100.00%
Euthenasla	129.00	1,500.00	1,371.00	91.40%
O&M Materials	345.74	1,600.00	1,254.26	78.39%
Small Equipment	0.00	1,300.00	1,300.00	100.00%
Building Maintenance	0,00	600.00	600.00	100.00%
Computer Service	0.00	1,300.00	1,300.00	100.00%
Software Licensing	587.00	0.00	(587.00)	0.00%
Dues	14.28	50.00	35.72	71.44%
Training	0.00	1,000.00	1,000.00	100.00%
Equipment Repairs	0.00	200.00	200.00	100.00%
Insurance	2,620.70	10,000.00	7,379.30	73.79%
Other Service & Charges	65.85	500.00	434.15	86.83%
Postage	100.00	600.00	500.00	83.33%
Utllities	816.12	8,000.00	7,183.88	89.80%
Vehicle Maintenance	0.00	1,000.00	1,000.00	100.00%
Capital Equipment	0.00	8,000.00	8,000.00	100.00%
Total Expense	13,344.40	91,450.00	78,105.60	85.41%
Net Revenue over (under) Expenses	(13,182.90)	(89,950.00)	76,767.10	(85.34)%

#### Statement of Revenues and Expenditures - Budget Basis 10 - General 35 - Sanitation

From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Orlginal	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Sanitation Trash Service	60,192.64	367,000.00	(306,807.36)	(83.60)%
Total Revenue	60,192.64	367,000.00	(306,807.36)	(83.60)%
Expense				
Trash Hauling Service	58,028.00	367,000.00	308,972.00	84.19%
Other Service & Charges	25.00	0.00	(25.00)	0.00%
Total Expense	58,053.00	367,000.00	308,947.00	84.18%
Net Revenue over (under) Expenses	2,139.64	0.00	2,139.64	0.00%

#### Statement of Revenues and Expenditures - Budget Basis

10 - General

40 - Parks

From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Pavillion Fee	120.00	300.00	(180.00)	(60.00)%
Festival Income	1,615.00	30,000.00	(28,385.00)	(94.62)%
Other Activities	0.00	3,500.00	(3,500.00)	(100.00)%
Interest Income	0.00	60.00	(60.00)	(100.00)%
Total Revenue	1,735.00	33,860.00	(32,125.00)	(94.88)%
Expense				
Gas & Oll	0.00	200.00	200.00	100.00%
Miscellaneous	0.00	100.00	100.00	100,00%
O&M Materials	310.00	4,000.00	3,690.00	92.25%
Small Equipment	0.00	500.00	500.00	100.00%
Projects	0.00	400.00	400.00	100.00%
<b>Building Maintenance</b>	0.00	3,400.00	3,400.00	100.00%
Festival Expense	5,749.00	45,000.00	39,251.00	87,22%
Other Activities	2,284.93	15,000.00	12,715.07	84.77%
Insurance	0.00	7,000.00	7,000.00	100,00%
Utilities	58.46	500.00	441.54	88,31%
Total Expense	8,402.39	76,100.00	67,697.61	88.96%
Net Revenue over (under) Expenses	(6,667.39)	(42,240.00)	35,572.61	(84.22)%

## Statement of Revenues and Expenditures - Budget Basis 20 - City Transportation

#### 00 - No Department From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Orlginal
Revenue				
Sales Tax	50,507.60	350,000.00	(299,492.40)	(85.57)%
Gasoline Tax	24,286.16	150,000.00	(125,713.84)	(83.81)%
Road & Bridge Tax	0.00	15,000.00	(15,000.00)	(100.00)%
Vehicle Fees	4,527.99	24,000.00	(19,472.01)	(81.13)%
Interest Income	816.37	1,900.00	(1,083.63)	(57.03)%
Transfer In	30,954.71	184,240.00	(153,285.29)	(83.20)%
Total Revenue	111,092.83	725,140.00	(614,047.17)	(84.68)%
Expense				
Salaries & Wages	41,687.34	270,000.00	228,312.66	84.56%
Group Insurance	10,322.14	72,000.00	61,677.86	85.66%
Lagers	3,245.63	52,000.00	48,754.37	93.76%
Payroll Taxes	3,157.40	21,000.00	17,842.60	84.96%
Uniforms	430.95	2,800.00	2,369.05	84.61%
Drug Test	25.00	1,500.00	1,475.00	98.33%
Engineering Fees	0.00	10,000.00	10,000.00	100.00%
Supplies	0.00	800.00	800.00	100.00%
Gas & Oil	3,465.74	15,000.00	11,534.26	76.90%
Small Tools & Equipment	956.34	1,500.00	543.66	36.24%
Miscellaneous	45.76	1,000.00	954.24	95.42%
O&M Materials	2,072.07	20,000.00	17,927.93	89.64%
Snow & Ice Removal Material	26,355.33	45,000.00	18,644.67	41.43%
Street Sweeping Contract	0.00	20,000.00	20,000.00	100.00%
Small Equipment	0.00	12,000.00	12,000.00	100.00%
Advertising	0.00	500.00	500.00	100.00%
Bullding Maintenance	168.50	2,000.00	1,831.50	91,58%
License & Permits	0.00	100.00	100.00	100.00%
Computer Service	1,050.00	3,500.00	2,450.00	70.00%
Software Licensing	637.00	250.00	(387.00)	(154.80)%
Dues	50.28	0.00	(50.28)	0.00%
Training	0.00	1,000.00	1,000.00	100.00%
Insurance	5,494.77	55,000.00	49,505.23	90.01%
Postage	0.00	200.00	200.00	100.00%
Street Repair & Maintenance	5,932.46	0.00	(5,932.46)	0.00%
Street Lighting	10,552.53	80,000.00	69,447.47	86.81%
Signs	2,983.99	20,000.00	17,016.01	85.08%
Utilities	1,989.42	7,800.00	5,810.58	74.49%
Vehicle Maintenance	1,457.82	5,500.00	4,042.18	73.49%
Equipment Repair & Maintenance	7,442.16	53,000.00	45,557.84	85.96%
Capital Equipment	0.00	8,500.00	8,500.00	100.00%
Infrastructure	0.00	45,000.00	45,000.00	100.00%
Total Expense	129,522.63	826,950.00	697,427.37	84.34%
Net Revenue over (under) Expenses	(18,429.80)	(101,810.00)	83,380.20	(81.90)%

#### Statement of Revenues and Expenditures - Budget Basis 30 - County Transportation 00 - No Department From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Sales Tax	45,350.95	310,000.00	(264,649.05)	(85.37)%
Grant Income	18,555.60	400,000.00	(381,444.40)	(95.36)%
Interest Income	4,112.35	10,000.00	(5,887.65)	(58.88)%
Total Revenue	68,018.90	720,000.00	(651,981.10)	(90.55)%
Expense				
Infrastructure	24,149.65	965,000.00	940,850.35	97.50%
Total Expense	24,149.65	965,000.00	940,850.35	97.50%
Net Revenue over (under) Expenses	43,869.25	(245,000.00)	288,869.25	(117.91)%

#### Statement of Revenues and Expenditures - Budget Basis

#### 31 - NID

#### 00 - No Department

From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
NID Fees	31,762.62	225,000.00	(193,237.38)	(85.88)%
Interest Income	0.00	500.00	(500.00)	(100.00)%
Transfer In	101,306.00	101,306.00	0.00	0.00%
Total Revenue	133,068.62	326,806.00	(193,737.38)	(59.28)%
Expense				
Other Service & Charges	0.00	1,000.00	1,000.00	100.00%
Property Owners Assoc Fees	0.00	8,600.00	8,600.00	100.00%
2017 Lease Payments - Interest	29,006.25	53,474.00	24,467.75	45.76%
2017 Lease Payment - Principle	356,000.00	356,000.00	0.00	0.00%
Total Expense	385,006.25	419,074.00	34,067.75	8.13%
Net Revenue over (under) Expenses	(251,937.63)	(92,268.00)	(159,669.63)	173.05%

#### Statement of Revenues and Expenditures - Budget Basis 32 - City Hall Sales Tax 00 - No Department From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Sales Tax	43,447.95	310,000.00	(266,552.05)	(85.98)%
Interest Income	86.91	400.00	(313.09)	(78.27)%
Miscellaneous Revenue	187.85	100.00	87.85	87.85%
Total Revenue	43,722.71	310,500.00	(266,777.29)	(85.92)%
Expense				
Building Maintenance	1,023.65	20,000,00	18,976.35	94.88%
Other Service & Charges	85.99	0.00	(85.99)	0,00%
Loan Payments	10,237.50	10,950.00	712.50	6.51%
2017 Lease Payments - Interest	40,851.00	79,713.00	38,862.00	48.75%
2017 Lease Payment - Principle	156,000.00	156,000.00	0.00	0.00%
Infrastructure	0.00	180,000.00	180,000.00	100.00%
Total Expense	208,198.14	446,663.00	238,464.86	53.39%
Net Revenue over (under) Expenses	(164,475.43)	(136,163.00)	(28,312.43)	20.79%

#### Statement of Revenues and Expenditures - Budget Basis

#### 40 - Water

#### 00 - No Department

From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remalning - Orlginal
Revenue				
Sales Tax	6,739.36	0.00	6,739.36	0.00%
Utility Fees	157,880.44	943,000.00	(785,119.56)	(83.26)%
Water Taps	3,100.00	16,450.00	(13,350.00)	(81.16)%
Finance Charges	2,835.69	15,500.00	(12,664.31)	(81.71)%
Interest Income	1,396.38	6,000.00	(4,603.62)	(76.73)%
Miscellaneous Revenue	2,549.41	13,500.00	(10,950.59)	(81.12)%
Total Revenue	174,501.28	994,450.00	(819,948.72)	(82.45)%
Expense				
Salarles & Wages	19,110.78	173,000.00	152 000 22	00.050/
Group Insurance	4,233.54		153,889.22	88.95%
Lagers	3,497.31	42,000.00	37,766.46	89.92%
Payroll Taxes		34,000.00	30,502.69	89.71%
Uniforms	1,358.52 39.00	14,000.00	12,641.48	90.30%
Drug Test	0.00	1,200.00	1,161.00	96.75%
Engineering Fees		600.00	600.00	100.00%
Supplies	0.00	5,500.00	5,500.00	100.00%
Gas & Oll	103.28	1,500.00	1,396.72	93.11%
Small Tools & Equipment	1,549.90	4,600.00	3,050.10	66.31%
Miscellaneous	0.00	1,800.00	1,800.00	100.00%
	0.00	2,500.00	2,500.00	100.00%
O&M Materials	324.82	8,000.00	7,675.18	95.94%
Contracted Services	0.00	3,500.00	3,500.00	100.00%
Small Equipment	441.29	27,200.00	26,758.71	98.38%
Advertising	0.00	1,500.00	1,500.00	100.00%
Building Maintenance	80.92	10,000.00	9,919.08	99.19%
License & Permits	0.00	250.00	250.00	100.00%
Computer Service	65.00	12,000.00	11,935.00	99.46%
Software Licensing	696.75	2,000.00	1,303.25	65.16%
Dues	251,78	600.00	348.22	58.04%
Training -	0.00	2,500.00	2,500.00	100.00%
Insurance	4,132.70	40,000.00	35,867.30	89.67%
Legal	0.00	1,500.00	1,500.00	100,00%
Other Service & Charges	4,688.85	9,000.00	4,311.15	47.90%
Postage	450.00	1,700.00	1,250.00	73.53%
Sales Tax	3,515.24	0.00	(3,515.24)	0.00%
Utilities	15,089.18	125,000.00	109,910.82	87.93%
Vehicle Maintenance	65.00	1,200.00	1,135.00	94.58%
System & Line Malntenance	7,315.30	60,000.00	52,684.70	87.81%
Equipment Repair & Maintenance	2,276.22	20,000.00	17,723.78	88.62%
Lab Testing	0.00	2,500.00	2,500.00	100.00%
Transfer Out	49,074.00	49,074.00	0.00	0.00%
Utility PILOT Fees	12,630.44	75,440.00	62,809.56	83.26%
Capital Equipment	2,797.64	149,000.00	146,202.36	98.12%
Infrastructure _	17,680.00	495,000.00	477,320.00	96.43%
Total Expense	151,467.46	1,377,664.00	1,226,196.54	89.01%
Net Revenue over (under) Expenses	23,033.82	(383,214.00)	406,247.82	(106.01)%

Date: 3/29/19 10:37:28 AM

#### Statement of Revenues and Expenditures - Budget Basis

#### 50 - Sewer

#### 00 - No Department From 2/1/2019 Through 2/28/2019

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Orlginal
Revenue				
Utility Fees	229,053.38	1,360,000.00	(1,130,946.62)	(83.16)%
Finance Charges	4,645.06	24,000.00	(19,354.94)	(80.65)%
Interest Income	551.31	2,400.00	(1,848.69)	(77.03)%
Miscellaneous Revenue	510.62	3,200.00	(2,689.38)	(84.04)%
Total Revenue	234,760.37	1,389,600.00	(1,154,839.63)	(83.11)%
Expense				
Salaries & Wages	37,560.97	215,000.00	177,439.03	82.53%
Group Insurance	5,785.52	44,000.00	38,214.48	86.85%
Lagers	6,873.65	43,000.00	36,126.35	84.01%
Payroll Taxes	2,880.86	16,000.00	13,119.14	81.99%
Uniforms	58.50	1,600.00	1,541.50	96.34%
Drug Test	0.00	600,00	600.00	100.00%
Engineering Fees	0.00	10,000.00	10,000.00	100.00%
Supplies	0.00	1,000.00	1,000.00	100.00%
Gas & Oil	2,380.10	6,500.00	4,119.90	63.38%
Small Tools & Equipment	0.00	1,000.00	1,000.00	100.00%
Miscellaneous	0.00	1,000.00	1,000.00	100.00%
O&M Materials	272.52	3,000.00	2,727.48	90.92%
Small Equipment	0.00	3,000.00	3,000.00	100.00%
Advertising	0.00	300.00	300.00	100.00%
Building Maintenance	0.00	28,500.00	28,500.00	100.00%
License & Permits	96.52	1,000.00	903.48	90.35%
Computer Service	0.00	12,000.00	12,000.00	100.00%
Software Licensing	587.00	5,000.00	4,413.00	88.26%
Dues	296,78	400.00	103.22	25.81%
Training	206.54	2,000.00	1,793.46	89.67%
Equipment Repairs	4,696.09	30,000.00	25,303.91	84.35%
Insurance	3,719.86	45,000.00	41,280.14	91.73%
Legal	0.00	8,000.00	8,000.00	100.00%
Other Service & Charges	1,150.07	10,000.00	8,849.93	88.50%
Postage	0.00	2,000.00	2,000.00	100.00%
Utilities	14,510.79	80,000.00	65,489.21	81.86%
Maintenance Contracts	0.00	9,000.00	9,000.00	100.00%
System & Line Maintenance	15,745.97	30,000.00	14,254.03	47.51%
Sludge Removal	750.00	60,000.00	59,250.00	98.75%
Lab Testing	415.50	2,500.00	2,084.50	83.38%
Lab Supplies & Equipment	371.54	5,000.00	4,628.46	92.57%
Transfer Out	52,232.00	52,232.00	0.00	0.00%
Utility PILOT Fees	18,324.27	108,800.00	90,475.73	83.16%
Capital Equipment	0.00	137,000.00	137,000.00	100.00%
Infrastructure	39,084.41	565,000.00	525,915.59	93.08%
Total Expense	207,999.46	1,539,432.00	1,331,432.54	86.49%
Net Revenue over (under) Expenses	26,760.91	(149,832.00)	176,592.91	(117.86)%

Date: 3/29/19 10:37:28 AM

Number	her Number Transaction Description	ID Vendor Name	Vendor ID
Invoice/Credit	Check/Vouc		
Original			

Transaction Total	Relations 016608 Payroll Taxes 2/2017	016607 Missouri Department of Labor and Industrial	016606 Water Deposit Refund	016605 Water Deposit Refund	016604 Water Deposit Refund	016603 Water Deposit Refund	016602 Water Deposit Refund	016601 Water Deposit Refund	016600 Water Deposit Refund	016599 Water Deposit Refund	016598 Water Deposit Refund	016597 Water Deposit Refunds	016596 Water Deposit Refund	016595 Water Deposits Refund	016594 Water Deposits Refund	016521 Payroll Taxes	016520 Training Mileage Reimbursement	Crime Victim Fund 016515 Treasurer State of MO - PTF	016513 MO DOR taxation Bureau -	016511 MCCFOA Membership	016464 Payroll Taxes	016463 CIT Awards Ceremony	016462 Water Training Meals	016461 Admin Training Meals	016460 Admin Training Meals	016459 Payroll Taxes	2	Check/Vouc In her Number Transaction Description Number Nu
	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/25/2019	3/18/2019	3/18/2019	3/8/2019	3/8/2019	3/8/2019	3/4/2019	3/4/2019	3/4/2019	3/4/2019	3/4/2019	3/4/2019		Invoice/Credit Check/Vouc
(10,590.91)	(110.68)	(2,572.80)	(142.98)	(138.90)	(126.25)	(104.17)	(91.07)	(24.35)	(75.65)	(121.89)	(70.43)	(97.83)	(43.01)	(222.03)	(120.46)	(121.18)	(155.68)	(109.00)	(768.96)	(60.00)	(380.82)	(100.00)	(119.00)	(122.00)	(122.00)	(4,469.77)		Payments

1087	1075 1075	1066	1045	1036 1036	1033	1012	1008	1001	1000 1000 1000 1000
Jason Driemeier	Ellis Battery Specialties Ellis Battery Specialties	Missouri Municipal League	Crescent Plumbing Supply	Charter Communications Charter Communications	Century Credit Union -Visa	AT & T Long Distance	Arnold Ready Mix	AFLAC of Columbus	VOYA VOYA VOYA
016548	016474 016474	016561	016535	016467 016530	016529	016525	016465	016522	016457 016502 016518 016590
travel reimbursement  Transaction Total	battery for PD nsb-agm 94r <b>Transaction Total</b>	advertising for code job  Transaction Total	3/4" to 1" union Transaction Total	charter service Charter Transaction Total	Century Credit Card  Transaction Total	ATT Long Distance  Transaction Total	concrete for elec. panels at 382903 plant Transaction Total	Aflac Insurance  Transaction Total	Voya Payment Voya Payment Voya Voya Transaction Total
3182019	490805 490819	200016168	540889	0012270022619 0057465030219	032019	03032019	t 382903	846414	
3/20/2019	3/6/2019 3/6/2019	3/20/2019	3/20/2019	3/6/2019 3/20/2019	3/20/2019	3/20/2019	3/6/2019	3/20/2019	3/4/2019 3/8/2019 3/18/2019 3/18/2019 3/25/2019
(17. <u>52)</u> (17. <u>52)</u>	(186.95) (198.95) (385.90)	(45.00) (45.00)	(24.50) (24.50)	(253.26) (109.98) (363.24)	(5,416.29) ( <b>5,416.29</b> )	(99. <u>97)</u> ( <b>99.97</b> )	(463.73) (463.73)	( <u>139.50</u> ) ( <b>139.50</b> )	(172.00) (172.00) (172.00) (172.00) (172.00)

	1202	1202	1202	1202	1202		1193		1191		1176		1147		1146		1131		1130	1130		1097
	Pevely Plaza Auto Parts	Pevely Plaza Auto Parts	Pevely Plaza Auto Parts	Pevely Plaza Auto Parts	Pevely Plaza Auto Parts		Mercy Occupational Medicine		Nuway Concrete Forms, INC		Missouri One Call		Leon Uniform		Leader Publication		Hach Company		Core & Main	Core & Main		JoAnn Bates
Transaction Total	battery 016565 battery for john deere	016565 strobe tube, gear oil, and	016565 wipers	016565 oil for oil change, tail light	016489 headlight / windshield	Transaction Total	016484 drug screening pool	Transaction Total	016488 nuway payment	Transaction Total	016562 missouri one call	Transaction Total	016555 uniforms	Transaction Total	016554 Code enforcement job	Transaction Total	016544 lab supplies	Transaction Total	016532 cl17 reagent kits	016469 valve for copper setter	Transaction Total	016479 prosecuting attorneys assistant montly payment
됩	deere	oil, and		, tail light	shield	<u>ta</u>	<u>00</u>	<u>a</u>		<u>ta</u>		ā		tal	nt job	tal		ă		setter	à	meys payment
	5-828172	5-827426	5-827152	5-827150	5-825618		507976		1455283		9020259		463262-01		00178273		11259667		k144209	K144237		22019
	3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/6/2019	1	3/6/2019		3/6/2019		3/20/2019		3/20/2019		3/20/2019		3/20/2019		3/20/2019	3/6/2019		3/6/2019
(321.58)	(100.11)	(138.91)	(18.82)	(47.78)	(15.96)	(278.00)	(278.00)	(105.00)	(105.00)	(63.70)	(63.70)	(162.99)	(162.99)	(150.00)	(150.00)	(58.49)	(58.49)	(1,433.68)	(817.20)	(616.48)	(1 <u>,530.00)</u>	(1,530.00)

1439	13836	1339	1284	1258	1257	1244	1244 1244	1209 1209	1208 1208	1206
Family Support Payment Center	Missouri Lawyers Media	Alpha Media Farmington	Amerigas	Vandevanter Engineering	USA Bluebook	Trautman Quarry	Trautman Quarry Trautman Quarry	Public Water District #7 Public Water District #7	Praxair Distribution, Inc Praxair Distribution, Inc	Plaza Tire Service
016458	016560	016523	016524	016498	016497		016496 016496	016509 016567	016566 016566	016491
Family Support Payment Center	election notice Transaction Total	Radio Advertising Transaction Total	Amerigas <b>Transaction Total</b>	repair for race track lift station Transaction Total	lab supplies Transaction Total	sand for snow removal  Transaction Total	rock for concrete repairs rock for concrete repair	District 7 water bill reconnect and disconnect fees for Dist, 7  Transaction Total	cylinder rental cylinder rental Transaction Total	plaza tire service payment <b>Transaction Total</b>
	744184483	MC-1190217448	804166058	5444880	817102	288611	288106 288107	22019	87995616 87995617	9243
3/4/2019	3/20/2019	3/20/2019	3/20/2019	3/6/2019	3/6/2019	3/20/2019	3/6/2019 3/6/2019	3/8/2019 3/20/2019	3/20/2019 3/20/2019	3/6/2019
(452.08)	(46.00) (46.00)	(194.40) ( <b>194.40</b> )	(89.00) (89.00)	(4,008.92) (4,008.92)	(371.54) ( <b>371.54</b> )	(229.75) ( <b>553.15</b> )	(219.97) (103.43)	(17.33) (175.00) (192.33)	(145.11) (46.48) <b>(191.59)</b>	(831.92) ( <b>831.92</b> )

1887 1887	1860	1656	1604	1562	1519	1519	1519	1519	1519	1443	1442		1439	1439	1439
Datamax Datamax	Computer ST. Louis	Voicepro	Steve Davis	Pitney Bowes Supplies	Bauman Oil	Bauman Oil	Bauman Oil	Bauman Oil	Bauman Oil	Missouri Dep. Of Revenue	Pevely Police Association		Family Support Payment Center	Family Support Payment Center	Family Support Payment Center
016472 016472	016468	016579	016575	016490	016526	016466	016466	016466	016466	016593	016592		016591	016519	016508
toner for admin printer copier lease	computer service for pd Transaction Total	update extensions, labor, travel, milage <b>Transaction Total</b>	monthly judge payment Transaction Total	postage for city hall  Transaction Total	Public Works Gas  Transaction Total	street department fuel	fuel	fuel	fuel	Mo Dept of Revenue Transaction Total	Pevely Police Association Transaction Total	Transaction Total	Family Support Payment	Family Support Payment	Family Support Payment
2078453 2081894	64015	15584	32019-2	02252019	156619	156637	156499	1561963	156194						
3/6/2019 3/6/2019	3/6/2019	3/20/2019	3/20/2019	3/6/2019	3/20/2019	3/6/2019	3/6/2019	3/6/2019	3/6/2019	3/25/2019	3/25/2019		3/25/2019	3/18/2019	3/8/2019
(160.49) (114.86)	(71.87) ( <b>71.87</b> )	(305.00) (305.00)	( <u>1,500.00</u> ) ( <u>1,500.00</u> )	(500.00) ( <b>500.00</b> )	(1,888.19) (4,199.01)	(429.00)	(436.41)	(1,048.72)	(396.69)	(5 <u>,339.00)</u> <b>(5,339.00)</b>	( <u>152.68</u> ) ( <b>152.68</b> )	(1,563.04)	(319.16)	(339.72)	(452.08)

2303	2222 2222	2196	2114	2073	2064	2042	2001	1887 1887 1887 1887 1887
Thurman Shinn & CO	Sprint Sprint	United Health Care Insurance	Scott's Power Equipment	Cash	Idexx Distribution, Inc	John Deere Financial	Fastenal	Datamax Datamax Datamax Datamax Datamax Datamax
016576	016574 016574	016512	016571	016589	016546	016550	016539	016472 016472 016536 016536 016536
accounting services for February  Transaction Total	sprint bill PD sprint bill Transaction Total	UHC bill for new Street department hires Transaction Total	oil and filters for zero turn mowers <b>Transaction Total</b>	Cash for Easter Eggs  Transaction Total	colilert, gamma irrad colilert, quanti-tray disp, vessels wi Transaction Total	John Deere Credit Card  Transaction Total	bolts for bumper of dump truck <b>Transaction Total</b>	copier toner copier lease copier lease copier lease copier lease Transaction Total
45124	115250839-069 316778592-018		172082	04062019	3044252607	03012019	moher29629	2083390 2084535 I307091004 I307092004 I307093004
3/20/2019	3/20/2019 3/20/2019	3/8/2019	3/20/2019	3/21/2019	3/20/2019	3/20/2019	3/20/2019	3/6/2019 3/6/2019 3/20/2019 3/20/2019 3/20/2019 3/20/2019
(4,750.00) ( <b>4,750.00</b> )	(739.63) (607.84) ( <b>1</b> ,347.47)	(3,238.26) (3,238.26)	(60.28) (60.28)	(200.00) (200.00)	(283.90) (283.90)	(1,119.47) (1,119.47)	(4.52) (4.52)	(76.77) (54.57) (181.01) (195.81) (181.01) <b>(964.52)</b>

2355		2346 2346	2346		2336		2331	2331	2331	2331		2330	2328	2312	2310	2306	
KB INDUSTRIAL SUPPLY LLC		ZOBRIO ZOBRIO	ZOBRIO		MISSOURI DEPT OF REVENUE-TAXATION DIVISION		Wil-Mix Concrete	Wil-Mix Concrete	Wil-Mix Concrete	Wil-Mix Concrete		Waste Management	Jones Animal Health Clinic	Walmart Community/RFCSLLC	Windstream Communications	J. Higgins Plumbing & Septic	
016481		016501 016585	016501		016487		016583	016583	016583	016500		016581	016480	016580	016584	016478	
paper towels	Transaction Total	abila mip hosted upgraded wifi in board room	mip monthly subscription	Transaction Total	water department sales tax 32019	Transaction Total	concrete for street repair	concrete for street repairs	department concrete for street repairs	concrete for street	Transaction Total	waste managment payment 6674879-1840-7	vet services  Transaction Total	walmart credit card  Transaction Total	windstream payment Transaction Total	to pump out digester at hunters glen plant Transaction Total	
4958		inv17886 inv17906	inv17885		× 32019		63178	63146	63121	63100		nt 6674879-1840-7	0584631	3162019	71101784	9408	
3/6/2019		3/6/2019 3/20/2019	3/6/2019		3/6/2019		3/20/2019	3/20/2019	3/20/2019	3/6/2019		3/20/2019	3/6/2019	3/20/2019	3/20/2019	3/6/2019	
(160.20)	(2,946.57)	(99.00) (499.57)	(2,348.00)	(2,847.04)	(2,847.04)	(2,485.00)	(292.00)	(742.00)	(868.00)	(583.00)	(29,014.00)	(29,014.00)	(67.00) ( <b>67.00</b> )	( <u>139.41</u> ) ( <u><b>139.41</b>)</u>	(1,598.57) (1,598.57)	(750.00)	

3151	3149	3013 3013	2387	2384	2384	2384	2381	23/2	2372	2372	2372	2355
RICK CONWAY	EQUIPMENT PRO	SHRED-IT USA SHRED-IT USA	THE FLOWER PATCH	FRED WEBER, INC	FRED WEBER, INC	FRED WEBER, INC	Precision Graphics & Signs	McCain's 1-55 Auto Center	McCain's I-55 Auto Center	McCain's I-55 Auto Center	McCain's I-55 Auto Center	KB INDUSTRIAL SUPPLY LLC
016569	016475	016573 016573	016495	016541	016541 016541	016541	016492	016558	016558	016482	016482	016552
training lodging and mileage <b>Transaction Total</b>	bracket pump volute for wg150hh 15hp <b>Transaction Total</b>	shred it for PD shred it Transaction Total	peace lilly  Transaction Total	hot asphalt for street repairs Transaction Total	asphalt for street repair hot asphalt for road repair	hot ashpalt for street repair 12248461	dry erase cell board lettering <b>Transaction Total</b>	Oil change Transaction Total	oil change	and labor new cylinder ignition coil	new water pump, thermostat, engine coolant,	toilet paper Transaction Total
31519	53151	8126758833 8126758847	100020138	12250108	12249581 12249854	r 12248461	1213349	4963	4959	4947	4944	4266
3/20/2019	3/6/2019	3/20/2019 3/20/2019	3/6/2019	3/20/2019	3/20/2019 3/20/2019	3/20/2019	3/6/2019	3/20/2019	3/20/2019	3/6/2019	3/6/2019	3/20/2019
( <u>767.14</u> ) ( <u><b>767.14</b></u> )	(1,224.20) (1,224.20)	(174.54) (63.03) ( <b>237.57</b> )	( <u>60.00</u> )	(475.50) (1,661.15)	(167.25) (480.75)	(537.65)	( <u>125.00</u> ) ( <u>125.00</u> )	(47.33) ( <b>776.45</b> )	(47.33)	(184.51)	(497.28)	(33.83) ( <b>194.03</b> )

	3395	3376	3226	3225	3223	3221	3218	3207	3197	3187
	County of Jefferson, Missouri ATTN: Treasurer	Dan Smith's Plumbing, Inc.	Westhoff Law	Duggan Law Firm LLC	LVG/LOW VOLTAGE GROUP	NATHAN CORLEY	EMC INSURANCE COMPANIES	REUTHER FORD	IMPERIAL FENCE, INC	BRYAN BONE
	016534	016471	016510	016473	016556	016563	016538	016568	016547	016527
2	pictometry services for 2019. 2nd installment  Transaction Total	excavate to locate lift station discharge Transaction Total	Westhoff Law Monthly Payment Transaction Total	prosecuting attorney monthly billing Transaction Total	cameras for safe and all windows  Transaction Total	uniform reimbursement Transaction Total	EMC insurance  Transaction Total	engine repair for 1 ton dump truck <b>Transaction Total</b>	replaced termonal posts along with toprail  Transaction Total	Uniforms  Transaction Total
	2019	1504		598	177059	3152019	k-95710651	6149983/1	18499	3172019
	3/20/2019	3/6/2019	3/8/2019	3/6/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019
(20.00)	(1,750.00)	( <u>6,460.50)</u>	(4,331.25) (4,331.25)	(2,000.00) (2,000.00)	(2,832.27) (2,832.27)	(50.00) <b>(50.00)</b>	(17,126.34) (17,126.34)	(19,812.56) (19,812.56)	(898.00)	(195.03) (195.03)

3475	3472 3472 3472 3472 3472 3472	3457 3457	3439 3450	3429 3434	3427 3427	3404
Crafco, INC	Merry Maids Merry Maids Merry Maids Merry Maids Merry Maids	Gunther Salt Company Gunther Salt Company	Heneghan and Associates, P.C. Viking-Cives Midwest, INC	Sunset Law Enforcement Secura Insurance, A Mutual Co	Jolly Jumps of St. Louis LLC Jolly Jumps of St. Louis LLC	DuraSeal Paving Contractor
016470	016485 016485 016485 016485 016559	016477 016543	016545 016578	016494 016572	016551 016551	016537
asphalt rubber plus 241  Transaction Total	cleaning cleaning merry maids cleaning cleaning cleaning services Transaction Total	salt for snow removal Salt for snow removal Transaction Total	GIS collection  Transaction Total  knob for spreader valve  Transaction Total	Ammunition Transaction Total insurance for Pevely days Transaction Total	Jolly Jumps for Kids party in 03202019 the park Oktoberfest inflatibles 32019  Transaction Total	ponding water on 5th street, labor, concrete, equipment <b>Transaction Total</b>
25603306	2112019 2182019 2252019 242019 60484853	219216 219798	03 85637	0002764-in 20-cp-009474962- 9	in 03202019 32019	6156
3/6/2019	3/6/2019 3/6/2019 3/6/2019 3/6/2019 3/6/2019 3/20/2019	3/6/2019 3/20/2019	3/20/2019 3/20/2019	3/6/2019 3/20/2019	3/20/2019 3/20/2019	3/20/2019
(1,237.50) (1,237.50)	(225.00) (225.00) (225.00) (225.00) (225.00) (1,125.00)	(6,669.63) (4,611.11) <b>(11,280.74)</b>	(15,153.22) (15,153.22) (67.00)	(129.06) (129.06) (829.00) (829.00)	(2,468.50) (2,237.50) (4,706.00)	(2,797.64) (2,797.64)

3494	3493	3492	3491	3490	3489 3489	3488	3487	3485	3476
Gulf States Distributors	FFMO	County Door Systems	CMW Equipment	Caldwell Outdoor Equipment	West County Radiological Group INC West County Radiological Group INC	State Motor & Control Solutions	Missouri City/County Management Association	Mercy Hospital Jefferson	Gregory P. White
016542	016540	016533	016531	016528	016499 016582	016493	016486	016483	016476
ammunition Transaction Total	sound equipment, projector, player, and screen for Movie Niq Transaction Total	repair overhead door Transaction Total	charged battery and trouble w17843 shoot, new ignition control modu  Transaction Total	Ferris F320Z 61" (5901644) 01152019 Mower <b>Transaction Total</b>	prisoner medical expense chest xray for prisoner Transaction Total	2 motor starters for tiara liftstaion  Transaction Total	membership to MCMA for City Administrator Transaction Total	prisoner hospital visit  Transaction Total	pd legal fees  Transaction Total
1314284-in	4339299	185859	le w17843	4) 01152019	2262019 458926	3077688	022019	02132019	5877
3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/6/2019 3/20/2019	3/6/2019	3/6/2019	3/6/2019	3/6/2019
(441.50) (441.50)	(851.00)	(235.00) (235.00)	(460.20) (460.20)	(9,050.00)	(121.28) (38.00) <b>(159.28)</b>	(410.75) (410.75)	(75.00) (75.00)	(3,716.01) (3,716.01)	(3,375.00) (3,375.00)

3500	3500	3500		3499		3498	3498	3498	3498	3498	3498	3498	3497	3496		3495
Missouri Director of Revenue	Missouri Director of Revenue	Missouri Director of Revenue		Sapaugh Motors INC		OnSite	OnSite	OnSite	OnSite	OnSite	OnSite	OnSite	Magtech Ammunition	Kurt Schlosser		Joachim-Plattin Ambulance District
016588	016587	016586		016570		016564	016564	016564	016564	016564	016564	016564	016557	016553		016549
Liquor License for Oktoberfest <b>Transaction Total</b>	Movie Night Liquor License	Pevely Days Liquor License	Transaction Total	New code enforcement	Transaction Total	pevely days  portable toilets for  Oktoberfest	party in the park portable restroom for	night portable toilets for Kids	egg hunt portable toilets for movie	toilets portable toilets for easter	ellis bage park portible	pevely park portable toilets	ammunition Transaction Total	Bloodshot Red payment for 3202019 Pevely Days <b>Transaction Total</b>	Transaction Total	cases xl nitrile exam gloves 02282019
10122019	05182019	08162019		3202019-2		10122019	08162019	06092019	05172019	04062019	0000730868	0000730867	mt48446	3202019		02282019
3/21/2019	3/21/2019	3/21/2019		3/20/2019		3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019	3/20/2019		3/20/2019
(25.00) (75.00)	(25.00)	(25.00)	(14,700.00)	(14,700.00)	(4,161.46)	(607.00)	(1,972.00)	(269.00)	(839.00)	(269.00)	(102.73)	(102.73)	( <u>556.46</u> ) <b>(556.46)</b>	(1,000.00)	(223.00)	(223.00)

## **March 2019**

- Contractors Licenses: 3
- Business Licenses: 2
- ATV Permits: 3
- Voter Registrations: 0
- Yard Sale Permits: 2
- Sunshine Requests: 14
- Solicitation Permits: 0
- Hired Employees: 0
- Termed Employees: 3
- Animal Registrations: 3
- Work Orders: 16
- Administration Overtime Hours Worked: 26.95 Hours Total
- Income by Source:
  - o Gross Receipts \$4652.48
  - o E911 Tax \$886.88
  - o Animal Control \$64.00
  - o Miscellaneous General Revenue \$1,341.05
  - o Reimbursements \$35,720.57
  - o Pevely Days \$205.00
  - o Pavilion Rentals \$90.00

## **Monthly Board Court Income Report**

Description	03/06/2019	Year to Date	
FINE	\$274.00	\$32,980.77	
COURT COST	\$22.00	\$2,500.00	
CRIME VICTIM COMPENSTATION	\$15.00	\$1,710.00	
LAW ENFORCEMENT TRAINING - CITY	\$4.00	\$457.50	
LAW ENFORCEMENT TRAININGS - STATE	\$2.00	\$226.00	
CLERK JUDGE TRAINING	\$2.00	\$227.00	
INMATE SECURITY FUND	\$4.00	\$454.00	
ADMIN FEE FOR CREDIT CARDS	\$8.00	\$231.50	
Total Paid	\$331.00	\$39,534.86	
Warrant Total	\$45,711.68	+,	
BalanceDue	\$24,298.97		
Description	03/07/2019	Year to Date	
FINE	\$17,366.82	\$50,347.59	
COURT COST	\$1,187.00	\$3,687.00	
CRIME VICTIM COMPENSTATION	\$802.50	\$2,512.50	
LAW ENFORCEMENT TRAINING - CITY	\$216.00	\$673.50	
LAW ENFORCEMENT TRAININGS - STATE	\$108.00	\$334.00	
CLERK JUDGE TRAINING	\$107.00	\$334.00	
INMATE SECURITY FUND	\$215.50	\$669.50	
ADMIN FEE FOR CREDIT CARDS	\$130.00	\$361.50	
RESITIUTION	\$99.18	\$817.29	
Total Paid	\$20,232.00	\$59,766.86	
Warrant Total		φ39,700.00	
BalanceDue	\$46,235.18 \$24,908.77		
	Ψ24,906.7 <i>1</i>		
Description	03/21/2019	Year to Date	
FINE	\$1,891.25	\$52,238.84	
COURT COST	\$234.00	\$3,921.00	
CRIME VICTIM COMPENSTATION	\$135.00	\$2,647.50	
LAW ENFORCEMENT TRAINING - CITY	\$38.00	\$711.50	
LAW ENFORCEMENT TRAININGS - STATE	\$21.00	\$355.00	
CLERK JUDGE TRAINING	\$18.00	\$352.00	
INMATE SECURITY FUND	\$42.00	\$711.50	
ADMIN FEE FOR CREDIT CARDS	\$19.50	\$381.00	
OVERPAYMENT	\$0.50	\$0.50	
RESITIUTION	\$95.00	\$912.29	
Total Paid	\$2,494.25	\$62,261.11	
Warrant Total	\$46,708.18		
BalanceDue	\$24,908.77		



401 Main Street Pevely, Missouri 63070

A PUBLIC NOTICE IS HEREBY GIVEN THAT THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, WILL CONDUCT ITS REGULARLY SCHEDULED BOARD OF ALDERMEN MEETING AT 7:00 P.M. ON MARCH 4, 2019 AT PEVELY CITY HALL, 401 MAIN STREET, TO CONSIDER AND ACT UPON THE MATTERS ON THE FOLLOWING TENTATIVE AGENDA AND SUCH OTHER MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINE TO BE APPROPRIATE FOR DISCUSSION AT THAT TIME.

## **Board of Aldermen Regular Meeting**

Special Note: This meeting was recorded.

The meeting took place on March 4, 2019 at 07:02:11 PM (00:03:59)

## Agenda 🗢

#### 1. Pledge of Allegiance

#### 2. Roll Call

#### A roll call vote was taken:

Alderman – Ward 1 – Steve Markus: Present Alderman – Ward 1 – Larry Coulson: Present Alderman – Ward 2 – Ryan Tucker: Present Alderman – Ward 2 – Linda Hahn: Present Alderman – Ward 3 – Don Menkhus: Present Alderman – Ward 3 – Eric Pieper: Present

Alderman – Ward 4 – William Brooks: Present Alderman – Ward 4 – Wendy Arnold: Absent

#### Also Present:

Mayor – Stephanie Haas
Deputy City Clerk – Cheyenne Koch
City Administrator – Nathan Schauf
Police Chief – Larry Miller
City Attorney – Sean Westhoff
City Accountant – Greg Shinn

## 3. Citizen's Comments

#### Ilda Kennon -

Ms. Kennon welcomed the new City Administrator giving him one word of advice to run and discussed the number of City Administrators the City has had over the last 6 years. Ms. Kennon questioned the tourism money and payments to Mr. Greg White on the AP report stating she would like to know what Mr. White is investigating. Ms. Kennon also stated we don't need a five-year plan because the City doesn't implement them.



401 Main Street Pevely, Missouri 63070

#### 4. Consent Agenda

#### a. Approval of Agenda

Motion: To Approve the Agenda.

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 1 – Steve Markus: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Disapprove Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Absent

#### b. January Financial Statement

City Accountant Greg Shinn discussed with the Board where the Tourism money is located on the Financial Statements.

## c. February AP Report

## d. Administration Report

## e. Court Report

## f. Approval of Minutes

Motion: To approve the minutes from February 4, February 18, and February 25, 2019 with the change to the February 4<sup>th</sup> meeting on Don Menkhus vote on Ordinance 1483.

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 3 – Eric Pieper: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Disapprove Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Absent



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#### 5. Ordinances

#### a. Bill #1483 – 2<sup>nd</sup> Reading

Motion: To put Bill # 1483 8% transfer of the annual gross receipts from water and sewer revenues on its 2<sup>nd</sup> reading.

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 1 – Larry Coulson: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Disapprove Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Absent

Motion: To accept Bill # 1483 8% transfer of the annual gross receipts from water and sewer revenues on its 2<sup>nd</sup> reading.

Alderman – Ward 1 – Steve Markus: Motion Alderman – Ward 3 – Don Menkhus: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Disapprove Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Eric Pieper: Approve
Alderman – Ward 4 – William Brooks: Approve

Alderman – Ward 4 – Wendy Arnold: Absent

## b. Bill #1482 - 2<sup>nd</sup> Reading

Motion: To put Bill # 1482 amending the fiscal year 2019 budget for operations on its 2nd reading.

Alderman – Ward 1 – Larry Coulson: Motion

Alderman – Ward 3 – Eric Pieper: 2nd

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 2 – Linda Hahn: Disapprove Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve

Alderman – Ward 4 – William Brooks: Approve



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Alderman – Ward 4 – Wendy Arnold: Absent

Motion: To accept Bill # 1482 amending the fiscal year 2019 budget for operations on its 2nd reading.

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 1 – Larry Coulson: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Disapprove Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Absent

#### c. Bill #1485 – 2<sup>nd</sup> Reading

Motion: To put Bill # 1485 establishing floodplain management regulations to protect the citizens of Pevely on its 2nd reading.

Alderman – Ward 1 – Steve Markus: Motion Alderman – Ward 1 – Larry Coulson: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Approve Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Absent

Motion: To accept Bill # 1485 establishing floodplain management regulations to protect the citizens of Pevely on its 2nd reading.

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 1 – Larry Coulson: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Approve Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve

Alderman – Ward 4 – Wendy Arnold: Absent



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#### 6. Resolutions

#### 7. Appointments

#### a. Park Board Appointment

Motion: To appoint Matt Deem to the Park Board for a term of 1-year.

Alderman – Ward 1 – Larry Coulson: Motion Alderman – Ward 2 – Ryan Tucker: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Approve Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Absent

#### 8. Bids

## 9. Motions

## a. MRC Recycling Event

Motion: To approve the MRC recycling event at Pevely City Hall on June 29, 2019.

Alderman – Ward 1 – Steve Markus: Motion Alderman – Ward 3 – Don Menkhus: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Approve Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Absent

## b. Public Works Cameras - Discussion

A brief discussion took place over the need for cameras at the Public Works buildings, the Board asked for quotes on pricing to be brought to the next meeting.



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#### c. 1-Ton Dump Truck Repair

Motion: To approve the repair of the 1 Ton dump truck for a total of \$20,000.00

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 1 – Larry Coulson: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Approve Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Absent

#### d. Street Sweeper

Motion: To approve the bid from Key Equipment for an Elgin Street Sweeper for a total of \$159,000.00

The Motion was tabled until documentation can be provide of maintenance being done on the vehicles.

## e. Tiara Lift Station Pump Replacement

Motion: To approve the purchase of one new lift station pump from Equipment Pro, Inc. for a total of \$10,875.45.

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 1 – Larry Coulson: 2nd

Aldernian – Ward I – Larry Courson: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 2 – Kyan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Approve

Alderman – Ward 2 – Emda Haini. Approve

Alderman – Ward 3 – Eric Pieper: Approve

Alderman – Ward 4 – William Brooks: Approve

Alderman – Ward 4 – Wendy Arnold: Absent

## 10. Committee Reports

## a. Planning and Zoning

Aldermen Markus discussed the next meeting, going over IRC codes, reviewed Adam's Code Report, stated Adam is taking classes online.

## b. Police Personnel Board

Aldermen Coulson sated the next Police Board meeting March 19th meeting.



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#### c. Park Board

Aldermen Menkhus stated the next meeting is the 19th

#### 11. Administrative Reports

#### a. Attorney Westhoff

#### b. Captain Miller

Captain Miller reviewed the Police Department report for February.

#### c. City Administrator

City Administrator Nathan Schauf stated he is excited to be here.

#### 12. Council Member Reports

#### a. Alderman Markus

Aldermen Markus discussed the Tourism Board, the Jefferson County Growth and Development lunch and getting a real estate agent to sell the lot at the corner of Main Street and HWY Z.

#### b. Alderman Coulson

Aldermen Coulson stated the Board of Aldermen have nothing to do with how the Tourism Board spends the Tourism money if there are questions, they will need to be asked of the Tourism Board.

#### c. Alderman Hahn

Aldermen Hahn questioned if all the Business Licenses were caught up. She also discussed the issues in Weir Trailer Park.

## d. Alderman Tucker

Aldermen Tucker discussed development coming to the surrounding cities that could impact the City of Pevely.

## e. Alderman Menkhus

Aldermen Menkhus addressed the last 6 years of City Administrators.

## f. Alderman Pieper

Aldermen Pieper asked why we don't have better communication with the Fire Department and the School in our town.

#### g. Alderman Arnold

## h. Alderman Brooks

Aldermen Brooks welcomed Nathan Schauf to our community and our family.



401 Main Street Pevely, Missouri 63070

#### i. Mayor Haas

Mary Haas welcomed Nathan and discussed a company that promotes compost recycling.

#### 13.Adjournment

Motion: To Approve the Agenda.

Alderman – Ward 1 – Steve Markus: Motion Alderman – Ward 2 – Ryan Tucker: 2<sup>nd</sup>

The meeting adjourned at 07:55:44 PM (00:57:31)

Stephanie M. Haas	
Mayor of Pevely, MO	

Cheyenne Koch
Deputy City Clerk of Pevely, MO

All copies of all ordinance proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

Posted On: 3/5/2019 11:14:11 AM By: Cheyenne Koch, Deputy City Clerk



401 Main Street Pevely, Missouri 63070

A PUBLIC NOTICE IS HEREBY GIVEN THAT THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, WILL CONDUCT ITS REGULARLY SCHEDULED BOARD OF ALDERMEN MEETING AT 7:00 P.M. ON MARCH 18, 2019 AT PEVELY CITY HALL, 401 MAIN STREET, TO CONSIDER AND ACT UPON THE MATTERS ON THE FOLLOWING TENTATIVE AGENDA AND SUCH OTHER MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINE TO BE APPROPRIATE FOR DISCUSSION AT THAT TIME.

## **Board of Aldermen Regular Meeting**

Special Note: This meeting was recorded.

The meeting took place on March 18, 2019 at 07:00:57 PM (00:04:11)

## Agenda 4 4

#### 1. Pledge of Allegiance

#### 2. Roll Call

#### A roll call vote was taken:

Alderman – Ward 1 – Steve Markus: Present
Alderman – Ward 1 – Larry Coulson: Absent
Alderman – Ward 2 – Ryan Tucker: Present
Alderman – Ward 2 – Linda Hahn: Present
Alderman – Ward 3 – Don Menkhus: Present
Alderman – Ward 3 – Eric Pieper: Present
Alderman – Ward 4 – William Brooks: Present
Alderman – Ward 4 – Wendy Arnold: Present

#### Also, Present:

Mayor – Stephanie Haas Deputy City Clerk – Cheyenne Koch City Administrator – Nathan Schauf Police Chief – Larry Miller City Attorney – Sean Westhoff

## 3. Citizen's Comments

#### Ilda Kennon –

Ms. Kennon discussed citizens comments, the Code Enforcement vehicle, Aldermen comments, the Police Department evidence locker, and Aldermen speaking into their microphones.

## 4. Consent Agenda



401 Main Street Pevely, Missouri 63070

#### a. Approval of Agenda

Motion: To Approve the Agenda.

Alderman – Ward 1 – Steve Markus: Motion Alderman – Ward 3 – Don Menkhus: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Absent Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Approve Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Approve

#### 5. Ordinances

## a. Bill #1486 - 1st Reading

A brief discussion on the types of repairs that would happen took place.

Motion: To put Bill #1486 Cochran Engineering designing and managing water main replacement project that includes portions of Riverview Dr., El Camino Dr., and Alta Dr. on its 1<sup>st</sup> reading.

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 2 – Ryan Tucker: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Absent Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Approve

Alderman – Ward 2 – Emda Haini. Approve

Alderman – Ward 3 – Eric Pieper: Approve

Alderman – Ward 4 – William Brooks: Approve

Alderman – Ward 4 – Wendy Arnold: Approve

Motion: To accept Bill #1486 Cochran Engineering designing and managing water main replacement project that includes portions of Riverview Dr., El Camino Dr., and Alta Dr. on its 1<sup>st</sup> reading.

Alderman – Ward 1 – Steve Markus: Motion

Alderman – Ward 2 – Ryan Tucker: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 2 – Linda Hahn: Approve



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Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Approve

#### 6. Resolutions

- 7. Appointments
- 8. Bids

#### 9. Motions

#### a. Code Enforcement Vehicle

A brief discussion took place on the purchase of the 2009 GMC Sierra for Code Enforcement.

Motion: To approve the purchase of a 2009 GMC Sierra from Sapaugh Motors, Inc. and to approve trading in one 2005 Ford Escape and one 2000 Ford Explorer toward the purchase of the truck for a total price of \$14,700.00

Alderman – Ward 1 – Steve Markus: Motion Alderman – Ward 3 – Don Menkhus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Larry Coulson: Absent Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Linda Hahn: Disapprove Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Disapprove Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Disapprove

## b. Police Department IT Services

A brief discussion took place.

Motion: To authorize the Police Department to enter into a contract with Zobrio for computer services.

Alderman – Ward 2 – Ryan Tucker: Motion

Alderman – Ward 3 – Eric Pieper: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Absent Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 2 – Linda Hahn: Approve



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Alderman – Ward 3 – Don Menkhus: Approve Alderman – Ward 3 – Eric Pieper: Approve Alderman – Ward 4 – William Brooks: Approve Alderman – Ward 4 – Wendy Arnold: Approve

## c. <u>Evidence Storage contract with Jefferson County Sheriff's Office</u> – <u>Discussion Only</u>

A discussion took place over evidence storage with Jefferson County. Captain Miller discussed the process that would take place if we stored our evidence with Jefferson County. The Board requested Captain Miller to keep them in the loop on updates.

## d. Police Board – Development of Procedures for Police Department Aldermen Brooks discussed the wording the Police Board was looking to add to the handbook for hiring an Officer. No Motion was needed.

## 10. Committee Reports

## a. Planning and Zoning

Aldermen Markus stated the next Planning and Zoning meeting would be April 9th.

#### b. Police Personnel Board

## c. Park Board

Aldermen Menkhus stated the next Park Board meeting is tomorrow night at 6:30 PM.

## 11. Administrative Reports

## a. Attorney Westhoff

## b. Captain Miller

Captain Miller discussed with the Board the work he has done with the public nuisance ordinance.

## c. City Administrator

City Administrator Nathan Schauf stated he learned about some grants the City may be eligible for at a meeting he attended with Aldermen Markus.

## 12. Council Member Reports

#### a. Alderman Markus

Aldermen Markus talked about Ameren flying drones over Pevely looking at power lines, Thanked Nathan for meeting with school board and making open lines of communication with the school, and discussed MoDOT Projects.

636-475-4452 \* 636-475-4116 (fax) \* www.cityofpevely.net



401 Main Street Pevely, Missouri 63070

#### b. Alderman Coulson

#### c. Alderman Hahn

Aldermen Hahn asked Mr. Schauf about 9031 Fletcher, Business Licenses, and the Police Department motorcycle.

#### d. Alderman Tucker

#### e. Alderman Menkhus

Aldermen Menkhus stated he would like the City Administrator to bring updates to the Board during his comments.

#### f. Alderman Pieper

Aldermen Pieper thanked Mr. Schauf for the Friday Quick 5.

#### g. Alderman Arnold

Aldermen Arnold stated the Aldermen up here need to be mindful of the citizens, to be respectful to the citizens.

## h. Alderman Brooks

Aldermen Brooks thanked Ms. Koch for taking care of the on-going e-mail issues, and thanked Mr. Schauf for the Friday Quick 5.

Cheyenne Shout out thanks for taking care of email issues. Nathan Friday quick 5 nice.

## i. Mayor Haas

Mayor Haas asked Mr. Schauf to get with MoDOT on clearing up the tree lines on HWY Z before the end of the project. Thanked both Ms. Koch and Mr. Schauf.

## 13. Adjournment

Motion: To adjourn the meeting.

Alderman – Ward 3 – Don Menkhus: Motion Alderman – Ward 2 – Ryan Tucker: 2nd

The meeting adjourned at <u>07:31:57 PM (00:35:10)</u>



401 Main Street Pevely, Missouri 63070

	Stephanie M. Haas Mayor of Pevely, MO
	Wayor of Fevery, WO
Attest:	
Cheyenne Koch	
Deputy City Clerk of Pevely, MO	

All copies of all ordinance proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

Posted On: 3/19/2019 9:45:30 AM By: Cheyenne Koch, Deputy City Clerk



401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri, will conduct a Workshop at 5:30 P.M. on March 25, 2019, at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

## **Board of Aldermen Workshop**

Special Note: This meeting was recorded.

The meeting took place on March 25, 2019 at <u>05:30:52 PM (00:00:15)</u>

## Agenda 🚾 😓

#### Tax Money – Steve Markus

A discussion took place on how to spend the Special Road District Money that the City receives every other year and the Parks in the City. City Attorney Sean Westhoff stated the money has to be spent a certain way due to statutory regulations.

#### Building on corner lot (HWY Z and Main St.) - Steve Markus

A discussion took place on utilizing a relator to sell the lot at the corners of HWY Z and Main Street and whether or not to knock down the building that is currently standing on the lot.

#### Flea Market/Farmers Market - Steve Markus

A discussion took place on starting a flea market or farmers market on the property by the school and rail road.

Mayor Stephanie Haas entered at 5:54PM

Aldermen Markus caught Stephanie up on the topics being discussed during the workshop.

Aldermen Markus discussed the tree line on HWY Z, a brief discussion took place over the cleanup of the trees before the project is complete.

Aldermen Coulson discussed signed around town, along with the issues of parking. He also discussed painting the curb in front of the fire hydrants in town or painting the fire hydrant. A brief discussion took place.

Aldermen Menkhus discussed a water retention area and getting an engineer to lay out the plan. He also discussed the wash out at Pevely Park 1 that is owned by the school. A brief discussion took place over where we are at with the lease agreement with the school for Pevely Park 1.



401 Main Street Pevely, Missouri 63070

City Administrator Nathan Schauf discussed the handouts that Adam Mitchell made for review. Mr. Schauf asked the board members review and get back to us with any comments by the end of the week. A brief discussion took place.

The workshop adjourned at <u>06:19:10 PM (00:48:32)</u>	
	Stephanie M. Haas
	Mayor of Pevely, MO
Attest:	

Chevenne Koch

Cheyenne Koch Deputy City Clerk of Pevely, MO

All copies of all ordinances proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only pursuant to RSMo. 79.130.

Posted On: 3/26/2019 9:17:24 AM By: Cheyenne Koch, Deputy City Clerk

AN ORDINANCE OF THE CITY OF PEVELY, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH COCHRAN ENGINEERING, FOR THE PURPOSE OF DESIGNING AND MANAGING A WATER MAIN REPLACEMENT PROJECT THAT INCLUDES PORTIONS OF RIVERVIEW DRIVE, EL CAMINO DRIVE, AND ALTA DRIVE.

WHEREAS, the City of Pevely, Missouri wishes to authorize the Mayor to enter into an agreement with Cochran Engineering for the purpose of designing and managing a water main replacement project to upgrade the water main, install asphalt overlay, and install new concrete curbs and gutters, where applicable, along portions of Riverview Drive, El Camino Drive, and Alta Drive; and

WHEREAS, the City solicited Statements of Qualifications from qualified engineering firms, reviewed and scored the submissions, and determined that Cochran Engineering submitted the most desirable submission; and

WHEREAS, the Board of Aldermen of the City deem it advisable and in the best interest of the City to authorize the Mayor to execute such an agreement.

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

- Section 1. The Mayor is hereby authorized and directed on behalf of the City to execute and enter into an agreement with Cochran Engineering for the purpose of designing and managing a water main replacement project to upgrade the water main, install asphalt overlay, and install new concrete curbs and gutters, where applicable, along portions of Riverview Drive, El Camino Drive, and Alta Drive.
- Section 2. The proposed agreement shall be substantially the same in form and content as described on Exhibit A, attached hereto and made a part hereof.
- Section 3. The Mayor and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Contract.
- Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinctive, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- Section 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.
- Section 6. This Ordinance shall not be published in the Code of City Ordinances of the City Ordinances of the City

Read twice and passed this	day of	, 2019.
ATTEST:		Stephanie M. Haas Mayor of Pevely, MO
Cheyenne Koch Deputy City Clerk of Pevely, MO	 )	

To Put Bill #1486 on its 1st Reading by Caption:	To Accept Bill #1486 on its 1st Reading by Caption:
Motioned: Don Menkhus Seconded: Ryan Tucker	Motioned: Steve Markus Seconded: Ryan Tucker
Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks  Absent: Addrman Coulson	Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks  Absent:  Absent:
To Put Bill #1486 on its 2nd Reading by Caption:	To Approve Bill #1486:
Motioned:	Motioned:
Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks  Albertate	Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks
Absent:	Absent:

#### Contract

THIS CONTRACT is made this day of Engineering and the City of Pevely, Missouri ("the City of Pevely").	by and between Cochran
--	------------------------

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree as follows:

#### 1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "Contract Manager" means Nathan Schauf, City Administrator of the City of Pevely, Missouri, or any subsequent city administrator or provisional city administrator of the City of Pevely.
- 1.2 "Contractor" means Cochran Engineering.
- 1.3 "Proposal" means the Contractor's Proposal, dated March 14, 2019, attached hereto as "Exhibit B."
- 1.4 "RFQ" means the Request for Qualifications for Professional Engineering Services for Water Main Upgrade, Asphalt Street Overlay, and New Concrete Curb and Gutter whose submissions were due by February 8, 2019, attached hereto as "Exhibit A."

## 2. Scope of Work

2.1 The Contractor shall provide the services as outlined within the General Conditions and the Technical Specifications of the RFQ.

These services shall be provided in accordance with this Contract and the RFQ and the Contractor's Proposal, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the RFQ, and the Contractor's Proposal, the terms of the Contract shall govern.

2.2 The Contract Manager may, at any time, by written order, make changes in the work within the general scope stated in the RFQ. No other order, statement, or conduct of the Contract Manager or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within 30 days after receipt of the written change

order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

#### 3. Time for Performance

- Unless this Contract is terminated earlier in accordance with its terms, the Contractor shall provide the services described in the RFQ, the Proposal and this Contract within three hundred sixty-five (365) days from the date that the City of Pevely executes the Contract. The City of Pevely may extend the term for the performance of the work contemplated by this Contract if given written notice by the Contractor of the cause of delay within 15 days of the delay.
- 3.2 Contractor agrees to perform all work under this Contract in a timely manner.

## 4. Consideration and Payment

- 4.1 In consideration of satisfactory performance of the requirements of this Contract, the City of Pevely shall pay the Contractor in accordance with the rates established in the Contractor's Proposal, in no event to exceed eighty-one thousand, three hundred fifteen dollars and zero cents (\$81,315.00) for payment for services without the express written approval of the Contract Manager and subject to any other City of Pevely approval requirements. The Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the specified amounts. Payments for each invoice shall comply with Contractor's Proposal.
- 4.2 Payments shall be made to the Contractor, following the City of Pevely's acceptance of the work, no later than 30 days after the City of Pevely receives an invoice from the Contractor, and pursuant to the conditions outlined in this Section. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number, which is 20-8190238. Charges for late payment of invoices are prohibited. Invoices should be submitted to the Contract Manager.
- 4.3 In addition to any other available remedies, if, in the opinion of the Contract Manager, the Contractor fails to perform in a satisfactory and timely manner, the City of Pevely may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until the Contractor meets performance standards established by the Contract Manager.

## 5. Rights to Records

5.1 The Contractor agrees that all documents and materials, including but not limited to software, reports, drawings, studies, specifications, estimates, tests, maps,

photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor solely for purposes of this Contract with and delivered to the City of Pevely shall be the sole property of the City of Pevely and shall be available to the City of Pevely at any time. The City of Pevely shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- The Contractor agrees that, at all times during the term of this Contract and thereafter, works created as deliverables under this Contract, and services performed under this Contract, shall be "works made for hire," as that term is interpreted under U.S. copyright law. To the extent that any products created as deliverables under this Contract are not works for hire for the City of Pevely, the Contractor hereby relinquishes, transfers, and assigns to the City of Pevely all of its rights, title, and interest (including all intellectual property rights) to such products, and will cooperate reasonably with the City of Pevely in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor may not affix any restrictive markings upon any data or materials provided under this Contract, and if such markings are affixed, the City of Pevely shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## 6. Patents, Copyrights, Intellectual Property

- 6.1 If the Contractor furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the City of Pevely to use such item.
- 6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the City of Pevely alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright, or trade secret, the Contractor will defend the City of Pevely against that claim at the Contractor's expense and will pay all damages, costs, and attorney's fees that a court finally awards, provided the Pevely (i) promptly notifies the Contractor in writing of the claim; and (ii) allows the Contractor to control, and cooperates with the Contractor in, the defense and any related settlement negotiations. The obligations of this Section 6.2 are in addition to those stated in Section 6.3 below.
- 6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at

its option and expense: a) procure for the City of Pevely the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

#### 7. Confidentiality

Subject to the Missouri Sunshine Law and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

#### 8. Loss of Data

In the event of loss of any City of Pevely data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor.

#### 9. Indemnification

- 9.1 The Contractor shall indemnify the City of Pevely against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 9.2 The City of Pevely has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 9.3 The City of Pevely has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

9.4 The Contractor shall immediately notify the Contract Manager of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the City of Pevely in the defense or investigation of any claim, suit, or action made or filed against the City of Pevely as a result of or relating to the Contractor's performance under this Contract.

## 10. Non-Hiring of Employees

No official or employee of the City of Pevely, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the City of Pevely, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

#### 11. Missouri Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Missouri, with venue in Jefferson County, Missouri.

## 12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## 13. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

## 14. Non-Availability of Funding

If the Board of Aldermen of the City of Pevely fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this

Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal period for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the City of Pevely's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the City of Pevely from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The City of Pevely shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### 15. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the City of Pevely may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the City of Pevely's option, become the City of Pevely's property. The City of Pevely shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City of Pevely can affirmatively collect damages.

## 16. Termination for Convenience

The performance of work under this Contract may be terminated by the City of Pevely in accordance with this clause in whole, or from time to time in part, whenever the City of Pevely shall determine that such termination is in the best interest of the City of Pevely. The City of Pevely will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

## 17. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the City of Pevely in either its sovereign or contractual capacity, acts of another contractor in the performance

of a contract with the City of Pevely, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

## 18. Suspension of Work

The Contract Manager unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Contract Manager may determine to be appropriate for the convenience of the City of Pevely.

## 19. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the City of Pevely under this Contract or until the expiration of any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City of Pevely, including the Contract Manager or the Contract Manager's designee, at all reasonable times.

#### 20. Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the City of Pevely and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the City of Pevely, Jefferson County, the State of Missouri or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## 21. Cost and Price Certification

By submitting cost or price information, the Contractor certifies, to the best of its knowledge, that the information submitted is accurate, complete, and current as of the date of the Contractor's offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, may be adjusted to exclude any significant price increases occurring because

the Contractor furnished cost or price information that, as of the date of its offer, was inaccurate, incomplete, or not current.

## 22. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the City of Pevely, nor may the Contractor assign this Contract or any of its rights or obligations hereunder without the prior written approval of the City of Pevely. Any such approval shall be in the City of Pevely's sole and absolute subjective discretion. Any such subcontract or assignment shall include the terms of Sections 10 through 21 of this Contract and any other terms and conditions that the City of Pevely deems necessary to protect its interests. The City of Pevely shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractor or assignee.

#### 23. Administrative

- 23.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager.
- Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the City of Pevely: Nathan Schauf (or the current City Administrator)

401 Main Street

Pevely, Missouri 63070 Office: 636-475-4452 Fax: 636-475-4116

If to the Contractor:

David Christensen, P.E.

737 Rudder Road

St. Louis, Missouri 63026 Office: 314-842-4033

Fax:

IN WITNESS HEREOF, the parties have executed this Contract as of the date set forth at the top of the first page hereof.

## CONTRACTOR

D		
Ву:	David Christensen Vice President	Date

To Put Bill 1486 on its 1 <sup>st</sup> Reading by Caption:			To Accept Bill 1486 on its 1 <sup>st</sup> Reading by: by Caption:		
Motioned:			Motioned: Seconded:		
	Aye on its 2 <sup>nd</sup> Readi		W. Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks Absent:	Aye	Nay
Motioned:Seconded:			Motioned:		
W. Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks	Aye	Nay	W. Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks	Aye	Nay
Absent:			Absent:		

## CITY OF PEVELY, MISSOURI

Ву:	Stephanie M. Haas Mayor City of Pevely, Missouri	Date	
Appro	oved for form and legal sufficiency this	_day of	
	W. Westhoff Attorney, City of Pevely, Missouri		

#### **RESOLUTION NO.: 2019/81**

A RESOLUTION ACCEPTING THE RESIGNATION OF CHARLES ANTHONY MOUTRAY AND AUTHORIZING THE MAYOR TO SIGN THE SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS.

**WHEREAS**, Charles Anthony Moutray has tendered his resignation as Chief of Police for the City of Pevely, Missouri; and,

WHEREAS, in conjunction with tendering his resignation, Charles Anthony Moutray has entered into a Separation Agreement and General Release of Claims, which is attached hereto and incorporated herein by this reference; and,

**WHEREAS**, the Board of Aldermen of the City of Pevely believe it is in the best interest of the citizens of the City of Pevely to accept Moutray's resignation and to enter into the Separation Agreement and General Release of Claims; and,

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Aldermen of the City of Pevely accepts the resignation of Charles Anthony Moutray and authorizes the Mayor of the City of Pevely to enter into and sign the Separation Agreement And General Release Of Claims.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Pevely, this 18<sup>th</sup> day of March 2019.

To read resoluti by Caption:	on 2019/81		To approve reso	lution 2019/81:	
Motioned:			Motioned:		
W. Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks Absent:	Aye	Nay	W. Arnold Menkhus Hahn Markus Coulson Tucker Pieper Brooks Absent:	Aye	Nay
				e M. Haas f Pevely, MO	
Attest:					
Cl. V.					
Cheyenne Koch Deputy City Cle		0			

## CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Separation Agreement and General Release of All Claims ("Agreement") is made and entered into by and between Charles Anthony Moutray ("Moutray"), and the City of Pevely, Missouri ("Pevely") this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019.

WHEREAS, Moutray wishes to terminate his employment with Pevely; and,

WHEREAS, Pevely wishes to terminate Moutray's employment with Pevely; and,

WHEREAS, Pevely and Moutray wish to terminate their employee/employeer relationship with one another in such a manner as to resolve all differences between them and avoids expensive and protracted litigation; and,

WHEREAS, Moutray and Pevely desire to fully and completely resolve all issues between them and to set forth the terms of Moutray's separation of employment, and certain other matters related to Moutray's separation through this Separation Agreement and General Release of All Claims;

- **NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:
- 1. <u>Resignation</u>. Moutray hereby voluntarily resigns from his current position of employment with Pevely, the resignation to be effective at 5:00 p.m. CDT on March 31, 2019 ("Separation Date"). This resignation includes all positions held by Moutray with Pevely. Pevely hereby accepts all such resignations by Moutray.
- 2. <u>Release of All Claims</u>. (a) Moutray agrees that the payments and other benefits provided in this Agreement (defined in Section 3) are things to which he is not otherwise entitled under any policy or plan of or agreement with Pevely and represent valuable consideration for his agreement to and acceptance of the terms in this Agreement.
- (b) In exchange for the consideration provided for in this Agreement and upon receipt of the payment set forth in Section 3, Moutray acknowledges by his signature below, that he hereby fully, irrevocably and unconditionally, forever waives, releases and discharges Pevely and the Released Parties (defined in Section 7) from any and all claims, charges, grievances, liabilities, expenses, obligations, damages, causes of action, rights, demands and complaints of every kind whatsoever, in law or in equity, whether known or unknown, he ever had or now has against Pevely and the Released Parties in connection with his employment relationship and the end of his employment relationship with Pevely, including all claims through the date of execution of this Agreement. Specifically included in this release are all claims under federal, state, county, city or local laws prohibiting discrimination on the basis of sex or gender, race, age, disability, religion, national origin, color, ancestry, handicap, military or veteran status, marital status, perceived sexual or affectional orientation, retaliation, whistle-blowing, wrongful termination,

discrimination for requesting or taking a family or medical leave, discrimination with regard to benefits or any other proscribed basis, and any claims under any other federal, state, or local statute, or common law relating to employment, civil rights, wages, hours, compensation or benefits or any other terms and conditions of employment including, without limitation, any claims involving or arising under:

(a) Title VII of the Civil Rights Act of 1964, as amended (including but not limited to, claims of discrimination on the basis of race, color, sex, religion, national origin, handicap, ancestry, marital status, and perceived sexual or relational orientation); (b) the Civil Rights Act of 1991, as amended; (c) the Age Discrimination in Employment Act of 1967, as amended, including as amended by the Older Workers Benefit Protection Act; (d) the Equal Pay Act of 1963, as amended; (e) the Civil Rights Act of 1866 (42 U.S.C. §1981), as amended; (f) the Americans with Disabilities Act of 1990, as amended, including as amended by the Americans with Disabilities Amendments Act of 2008; (g) the Family and Medical Leave Act of 1993, as amended; (h) the National Labor Relations Act, as amended; (i) the Fair Labor Standards Act, as amended, or any claim under any state or local wage law or statute; (j) the Occupational Safety and Health Act, as amended; (k) the Sarbanes-Oxley Act, as amended; (l) Chapter 213 of the Revised Statutes of Missouri, as amended (including but not limited to claims of discrimination on the basis of race, color, religion, national origin, sex, ancestry, age, disability, and any retaliation claims under said laws); (m) Chapter 290 of the Revised Statutes of Missouri, as amended, including but not limited to §§290.110 and 290,140; (n) Chapter 287 of the Revised Statutes of Missouri, as Amended, including but not limited to § 287.780, as amended (Workers Compensation Discrimination/Retaliation); (o) the Lilly Ledbetter Fair Pay Act of 2009; (p) the Genetic Information Non-Discrimination Act, as amended; (g) any claims for unemployment compensation or other benefits under Chapter 288 of the Revised Statutes of Missouri; (r) the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §4301, et. seq.; (s) breach of contract, (oral or written, express or implied), tort, wrongful conduct, retaliation or any other claims in any way related to the employment or termination of employment of Moutray by the Released Parties; (t) any claim for health benefits, vacation pay, sick pay, or for any other wages or pay; (u) any claim arising under the Patient Protection and Affordable Care Act, including but not limited to claims of retaliation or reduction in employment compensation arising under §1558 of P.L. 111-148 or 29 C.F.R. Part 1984; (v) any tort action including but not limited to any action for personal injury or claim for co-worker negligence/liability; (w) any claim for attorney's fees made pursuant to any law or statute mentioned above, or pursuant to 42 U.S.C. §1988; (x) any claim arising under R.S.Mo. §285.575 or Missouri common law regarding wrongful discharge or "whistle-blower" claims; (y) any other common law causes of action or claim arising under any other provisions of any federal, state or local statutory law or ordinance; and, (z) any claim arising under R.S.Mo. §106.273.

Nothing in this Agreement shall affect Moutray's rights to file charges of discrimination with any state or federal administrative agency alleging violations of state or federal anti-discrimination laws, employment protection laws, or laws regarding compensation for hours worked, with the understanding and agreement that Moutray may not accept any money or anything of economic value as a result of having filed such charges or complaints. Moutray further agrees that, if any claim released by this Agreement is brought on his behalf or for his benefit in a court or administrative agency, he waives and agrees not to accept any award of

money or other damages, including recovery for attorney fees incurred in relation to such claim or suit, as a result of such claim.

This Agreement does not bar Moutray from filing a Workers' Compensation claim for any injury occurring in connection with his employment with Pevely. However, Moutray represents that at the present time, he is not aware of any symptom or injury which may provide a basis for such a claim.

Upon receipt of the payment set forth in Section 3 below, the effect of Moutray's execution of this Agreement is to release, acquit, and forever discharge any and all claims and demands of whatever kind or character that he or any of his heirs or assigns may have or hereafter have or assert against Pevely or any other of the Released Parties for any liability, whether vicarious, derivative, or direct, resulting from, growing out of, connected with, or related in any way to the formation, continuation, or termination of Moutray's employment relationship with Pevely and/or the Released Parties. In other words, Moutray is releasing Pevely and the other released parties from any and every kind of claim he may have against them occurring before or through the date of this Agreement and the last date of his employment.

- (c) <u>Claims and Lawsuits</u>. Besides waiving and releasing the claims covered above, Moutray agrees that he will not file, nor cause to be filed, nor become a class member in any Charge of Discrimination, administrative complaint, or lawsuit related in any way to his employment or termination of his employment. Moutray agrees and acknowledges that if he sues Pevely or any other Released Party in violation of this Agreement, then he shall pay all legal expenses, including reasonable attorneys' fees, incurred by any Released Party in defending against his suit. Alternatively, if Moutray sues Pevely in violation of this Agreement, he may, at Pevely's option, be required to return all monies paid to him pursuant to this Agreement including expenses incurred or paid by Pevely for Moutray's benefit or the benefit of Moutray's family.
- 3. <u>Consideration and Separation Pay</u>. Provided that Moutray signs and returns this Agreement, as mutually agreed upon by the parties, within seven (7) days of receiving it, Pevely and Moutray hereby acknowledge and agree that the payment of the total amount of Moutray's accumulated paid time off/compensatory time and vacation time as well as maintaining him on insurance through the City of Pevely until March 31, 2019 and giving a neutral reference, which only identifies the dates of employment with Pevely and his position at separation, shall constitute a settlement payment with respect to any and all claims that Moutray may currently have against Pevely and the Released Parties; the payment shall above shall be paid as follows:
- a. Beginning February 23, 2019 through March 31, 2019 (the Separation Date), Moutray will be on unpaid leave. During the unpaid leave time, Moutray will be paid using his accumulated paid time off/compensatory time and his accumulated vacation time (324.5 hours as of the date of this agreement) and shall receive a paycheck in the amount, as he has been receiving, reflecting the use of Moutray's accumulated paid time off/compensatory time and accumulated vacation time. Moutray shall continue to receive insurance benefits through Pevely until March 31, 2019;

- b. Within seven days from the March 31, 2019 Separation Date, Moutray shall receive a check from Pevely in a lump sum, with all required taxes and deductions taken, reflecting the remaining paid time off/compensatory time and vacation time owed to him on March 31, 2019.
- 4. <u>Medical Insurance Benefits</u>. After March 31, 2019, Pevely agrees to make continued medical insurance coverage available to Moutray pursuant to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") in effect on the Separation Date, provided that Moutray timely elects and pays for such COBRA coverage in accordance with Pevely's policy and applicable law.
- 5. <u>Earned Paid Time Off and Other Benefits</u>. Moutray represents and acknowledges that he has received all of the compensation he is owed relating to his employment at Pevely, whether through hours worked, vacation, personal time, workers' compensation benefits, unemployment compensation or any other source from which Moutray may be entitled to compensation. Moutray represents and acknowledges that he has been able to take any leave available to him, whether such leave is available through the Family Medical Leave Act, any employer policy or any other source.

Subject to Section 4 of this Agreement, Moutray's participation, if any, in any employee benefit plans and policies of Pevely after the Separation Date will be determined in accordance with the terms and conditions of such plans and policies, which plans, policies, terms and conditions Pevely may amend, modify, suspend or terminate in accordance with the amendment provision(s) of such plans and policies or applicable law.

- 6. No Assignment or Filing. Moutray hereby represents and warrants to Pevely that (a) neither he, nor anyone acting on his behalf, has filed or commenced any action, charge or claim against Pevely except as referenced herein; (b) he has not made any transfer, assignment, conveyance or other disposition to any other person or entity of any action, charge or claim against or relating to Pevely, and no other person or entity has any interest in any such action, charge or claim; and (c) he is fully entitled and authorized to give a full and complete release of all actions, charges and claims released in this Agreement without any consent or approval of any third party.
- 7. <u>Released Parties</u>. The term "Released Parties" as used in this Agreement includes: the City of Pevely, Missouri, the currently sitting Board of Aldermen in both their official and individual capacities and all of its managers, supervisors, employees, insurers, agents, affiliates and attorneys in their official and individual capacities, together with their predecessors, successors and assigns, including but not limited to Mayor Stephanie Haas.
- 8. <u>Complete Settlement; No Further Payments or Recovery</u>. Moutray agrees that, upon payment of the Separation Pay referenced in Section 3, he will have received all compensation due by virtue of his employment with Pevely, including all wages, salaries, commissions, bonuses, vacation/holiday pay, allowances and any other benefits of any kind and that no additional compensation of any kind is due him now or in the future.

- 9. Return of Property. Moutray represents that, as of the date he signs this Agreement, he has returned all property, including prior and current badges, firearms, keys, and other forms of identification indicating that Moutray is a police officer of any rank with Pevely, records, files, documents and manuals in his possession or control belonging to the Released Parties, including documents in electronic format, and has retained no copies or excerpts thereof, with the sole exception of tax or benefit documents which are directly related to his own employment (e.g., pay stubs, W-2's and benefit election forms). Moutray agrees to relinquish all passwords, electronic logins, any programs or applications which allow monitoring of the Pevely Police Department and the Pevely City Hall.
- 10. No Future Employment or Engagement. By this Agreement, Moutray understands and agrees that Released Parties have no obligation to employ, hire, or rehire him, to consider him for hire, or to deal with him in any respect at any location, office, or place of business with regard to employment or potential employment. Moutray further agrees that he will not ever apply for or otherwise seek employment by the Released Parties. Moutray agrees and acknowledges that his forbearance to seek future employment as stated in this Section is purely contractual and is in no way involuntary, discriminatory, or retaliatory. If Moutray does apply for employment with the Released Parties, the Released Parties may reject his application without liability. If Moutray is employed by the Released Parties, he may be discharged from his employment without liability. The City of Pevely agrees to give Moutray a neutral employment review if request by any employers or potential employers. If asked, the City will state the dates of employment and the last position held.
- 11. <u>Non-disparagement</u>. Moutray and Pevely shall refrain from discussing the Agreement or the events leading to the Agreement. The parties shall refrain from posing comments on any internet based media or social media sites like Facebook, Twitter, blogs, or posting public comments in forums of any kind, in reference to this Agreement or the events leading to the Agreement.

Notwithstanding the foregoing, nothing herein shall prohibit Pevely or Moutray from making truthful and complete disclosures reasonably required under the applicable law, including: a) federal tax or securities laws; b) in response to requests for information from the Missouri Division of Employment Security or similar agency; or c) in response to a subpoena or other directive or request requiring testimony under oath. Moutray and the Released Parties agree that either party may seek injunctive relief or other equitable relief to stop any violation of this provision, and that the aggrieved party is not prevented from seeking damages for violation of this provision in addition to any injunctive relief.

- 12. <u>Attorneys' Fees and Costs.</u> The prevailing party in any lawsuit regarding enforcement of this Agreement will pay attorney's fees and costs to the non-breaching party in the event the non-breaching party prevails.
- 13. <u>No Admission</u>. Nothing in this Agreement is intended to be or shall be interpreted as an admission by Pevely or any of the other Released Parties that any of them violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or

illegal conduct with respect to Moutray or his employment or the termination of his employment. Pevely and the Released Parties expressly deny any liability or wrongdoing with respect to Moutray's employment or the termination of his employment. Nothing in this Agreement is intended to be or shall be construed as an admission by Moutray that he violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to Pevely, any of the other Released Parties or otherwise. Moutray and the Released Parties expressly deny any such illegal or wrongful conduct.

## 14. <u>CERTAIN ACKNOWLEDGEMENTS AND RIGHTS OF MOUTRAY AND PEVELY.</u> MOUTRAY AND PEVELY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT:

- (a) They have read and fully understand the terms and effect of this agreement;
- (b) They hereby are and have been advised of their right to consult an attorney before signing this Agreement, and they in fact have consulted with an attorney of their choosing prior to signing it; and,
- (c) The Released Parties agree to give Moutray twenty-one (21) days to evaluate this Agreement. Moutray agrees that prior to the execution of this Agreement, he had twenty-one (21) days to consider and evaluate this Agreement, and that he has executed this Agreement knowingly, voluntarily and with full understanding of the terms thereof and the rights extinguished thereby. Alternatively, by placement of his initials on the line immediately below this paragraph, Moutray specifically waives his option to consider this Agreement for twenty-one (21) days prior to signing it. In the event Moutray waives the review period, he specifically warrants that he does so knowingly, voluntarily, and with full understanding of the rights extinguished both by this Agreement and by his waiver of the review period after the opportunity to consult with counsel of his choosing regarding the effect of such waiver. This Agreement can be accepted by signing it before a Notary Public and returning it to: Mr. Sean W. Westhoff at his office at 2171 Lone Star Drive, Arnold, Missouri 63010

I hereby waive the Twenty-One Day review period referenced in paragraph 14.

- 15. <u>Taxes</u>: Moutray acknowledges that he is responsible for all federal, state, and local taxes that he may incur or that are imposed upon him as a result of this settlement and agreement. Moutray will hold the Released Parties harmless for any taxes that are imposed upon him as a result of this settlement. Further, this Agreement is not contingent upon any particular tax liability to which Moutray may or may not be subject. Moutray acknowledges that he has not relied upon any representation of any of the Released Parties or their Counsel as to the tax liability that may be imposed upon him as a consequence of this settlement.
- 16. <u>Government Benefits</u>. In further consideration of this settlement, Moutray warrants that he is not currently and has never been declared eligible for Social Security Disability or Medicaid benefits and that he has not made application for any such benefits as of the date he executes his signature on this Release of All Claims and Separation Agreement. Moutray

declares that he is not currently a Medicare beneficiary. Moutray further agrees to cooperate with the Released Parties and their agents to ensure compliance with any applicable laws regarding: a) any obligations of the Released Parties for reporting this settlement; or b) any rights a government agency, including CMS, may have relative to this Agreement. Moutray further warrants that he has not received medical care and/or mental health counseling of any kind for the injuries or damages claimed in this matter and hereby released, said injuries being non-medical in nature and/or "garden variety" emotional injuries.

- Liens. In further consideration of this settlement, Moutray agrees to bind himself and his 17. heirs, administrators, executors, successors and assigns and to save, defend at their sole cost, hold harmless and indemnify the Released Parties from any and all asserted liens, public or private, of any nature whatsoever, related to the claims relinquished by this Agreement, including but not limited to any attorneys' liens, hospital liens, health care provider liens, liens by a private health insurer, or liens which have been or could be asserted by the Centers for Medicare & Medicaid Services and/or Missouri Medicaid, MOHealthNet and/or any other entity responsible for the payment of public funds for health care services pursuant to a governmentsponsored program, causes of action for contribution and/or indemnity or judgments against the Released Parties related to the medical or mental health care provided to Moutray, and any related injuries to him. Moutray agrees that any such asserted liens, causes of action for contribution and/or indemnity or judgments, regardless of the amount, even if the amounts may be in excess of the amounts paid herein, shall be paid or satisfied by him or his heirs, to the extent they are asserted against the Released Parties and/or their present and former insurers, attorneys, principals, directors, members, officers, partners, shareholders, agents, employees, successors and assigns. Moutray specifically warrants that no liens or claims for payment exist to his knowledge and that he has received no medical or mental health care and incurred no bills or expenses for medical or mental health care or counseling related to any personal or emotional injury he may have sustained as a result of his employment with the Released Parties or termination thereof. Moutray further specifically warrants and represents that he does not anticipate the need for, and has not been advised by any health care provider to seek, any future medical or mental health care for any personal or emotional injuries he claims or may have sustained as a result of his employment with the Released Parties or termination thereof, said injuries being non-medical in nature, and/or recovery from said injuries having fully occurred and/or said injuries being only "garden variety" emotional injuries.
- 18. Future Medical Care/Government Benefits. Moutray and the Released Parties agree and acknowledge that the parties have considered and protected any interest which a government entity, including the Centers for Medicare & Medicaid Services, Missouri Medicaid and/or MOHealthNet, may have with respect to this claim. Moutray understands he may be responsible for future medical and/or mental health expenses, if any, associated with the injuries arising out of his employment or the termination thereof. Moutray and his agents will administer the settlement funds paid to them so as to ensure that such funds shall be used to pay any expenses incurred by Moutray for medical or mental health treatment he obtains for injuries arising out of the incident described herein, if any such expenses are deemed to be his legal responsibility and lawfully owed to any government agency. Moutray specifically warrants that he does not anticipate the need for, and has not been advised by any health care provider to seek, any medical and/or mental health care related to the personal or emotional injuries he claims or may

have sustained as a result of his employment with the Released Parties or termination thereof, said injuries being non-medical in nature, and/or being only "garden variety" emotional damages, and/or having completely resolved.

- 19. <u>Entire Agreement</u>. This Agreement contains all understandings between Moutray and Pevely and supersedes all prior agreements and understandings. Once signed, this Agreement may not be modified by any promise or statement by Pevely unless and until such modification has been reduced to writing and signed by Moutray and Pevely. To be effective, such writing must clearly state that it is a modification to this Agreement.
- 20. Governing Law; Waiver; Headings. This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri. The parties agree that, in the event either party breaches this Agreement in any way, the other party's failure to enforce this Agreement will not be a waiver of any right to enforce this Agreement in other respects. The headings used in this Agreement are for convenience only and are not to be used in interpreting or construing this Agreement.
- 21. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by a court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or any other provisions of this Agreement.
- 22. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one agreement binding on each of the parties hereto. Fax signatures and digital reproductions of original signatures are acceptable.

The remainder of this page is intentionally blank.

#### **CAUTION: READ BEFORE SIGNING**

THE PARTIES STATE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND THAT THEY INTEND TO BE BOUND THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year set forth.

Charles Anthony Moutray

STATE OF MISSOURI

) SS

COUNTY OF Jefferson

SUBSCRIBED AND SWORN TO before me this 5 day of March, 2019.

NOTARY PUBLIC

My Commission Expires: 9-19-2020

LISA FRENCH
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: September 19, 2020
Commission Number: 12493216

IN WITNESS WHEREOF, the undersyear set forth.	signed has executed this Agreement on the day and
Т	The City of Pevely, Missouri
b	y: Mayor Stephanie Haas
STATE OF MISSOURI ) SS COUNTY OF )	
SUBSCRIBED AND SWORN TO bef	fore me this day of, 2019.
	NOTARY PUBLIC
My Commission Expires:	

#### **Cheyenne Koch**

From:

Ashton Lowery

Sent:

Thursday, March 21, 2019 10:17 AM

To:

Cheyenne Koch

Subject:

request for your next BOA Agenda

### Cheyenne,

Don Menkhus asked to put the following item on the next BOA Agenda during the 3/19/2019 Park Board Meeting

If there is an ordinance on alternates for the Park Board, and if there is, can it be revised to allow the park board to have alternates.

Let me know if you have any questions.

Ashton Lowery

City of Pevely

Administrative Assistant Phone: 636-475-4452 x100

Fax: 636-475-4116

STATEMENT OF CONFIDENTIALITY: The information contained in this electronic message (and any attachments to this message) is intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, please notify sender immediately or send a reply to this message, and destroy all copies of this message and any attachments.



# City of Pevely

401 Main Street Pevely, Missouri 63070

## **AGENDA REQUEST FORM**

Name: LARRY Coulson
Phone Number: 314 852-2312 Date: 3/28/19
Meeting Date Requested: April 8th
Topic for Agenda: STREET Repair
Synopsis of Topic: Concrete Street Repair
Assessment & Plan to, Repair'
Proposed Motion:
motion to have plan READY For BEA Approved
m Angill 77, vd
Signature: Luy a Coulor



# City of Pevely

401 Main Street Pevely, Missouri 63070

# **AGENDA REQUEST FORM**

Name: LARRY Coulson
Phone Number: 314 852-4052 Date: 3/28 19
Meeting Date Requested: April 47h
Topic for Agenda: Streets in Quail mendow
Synopsis of Topic:  Fire Hyden to SPEEd limits  School bus / Emergency school / W.m. Truck Access  Celivery school Etc
· · · · · · · · · · · · · · · · · · ·
Proposed Motion:   motion to Reduce Speed limit from 20 to 15 mph
motion to Reduce Speed limit from 20 to 15 mph motion to paint crubs yellow at the Hydronte motion to prohibit panking on Right side of street (asym Ent) Signature: Long a Confir



# **Agenda Request Form**

Name: LARRY Coulson
Name: <u>LARRY</u> Coulson  Phone Number: 314 852 -2312 Date: 3/28/19
Meeting Date Requested: April 87
Topic for Agenda:
Synopsis of Topic: Proceedural  1) Plan for hiring of police
1) Plan for hiring of police
Chief As described by P. D. D.
2) Add two Alternates to P.P.B.
3) Place Add in Leader / GEndarme / S.E. Missaurian.
Proposed Motion: 1  1) Motion to Approve P. P. B
Action plon of motion to ammend CC to 2 Add Attended to PPD.
Signature: Lany a Couler



# City of Pevely

401 Main Street Pevely, Missouri 63070

# **AGENDA REQUEST FORM**

Name: LARRY Coulson
Phone Number: 314 857-487 Date: 4 19
Meeting Date Requested: 4 15 19
Topic for Agenda: Police Enforcement Statingies.
Synopsis of Topic:  In effective a non-existant
enforcement strategies employed
by Police Dersonell - in
Truffe, Rose Harrows, poeking For Brement
Proposed Motion: To Require of ressent Police Command in developing, Adopting and implemently effective enforcement stategies Signature: Luye Conte



# **Agenda Request Form**

Name: LARRY Coulson
Phone Number: 314 852-4052 Date: 4(11(9
Meeting Date Requested: 4 (13/19
Topic for Agenda: Chy Code rumand ment
Synopsis of Topic: Ammend City Code Sector
Revoing Elected Officers, and
Appointed afficien, us Employer
Duan and Mation.
Proposed Motion:
sty municipal graye, Police Chief Erc
Signature: Lunya Conclu



CITY OF PEVELY PO Box 358 401 Main Street Pevely, MO 63070

## APPLICATION FOR FIREWORKS PERMIT:

## MEMORANDUM OF LEASE

This is to certify that Meramec Specialty Company has permission to sell fireworks on our property located on the south side of Hwy. Z between the Burger King Restaurant and the Mobil On The Run convenience store in Pevely, Missouri during the July 4th, 2019 season.

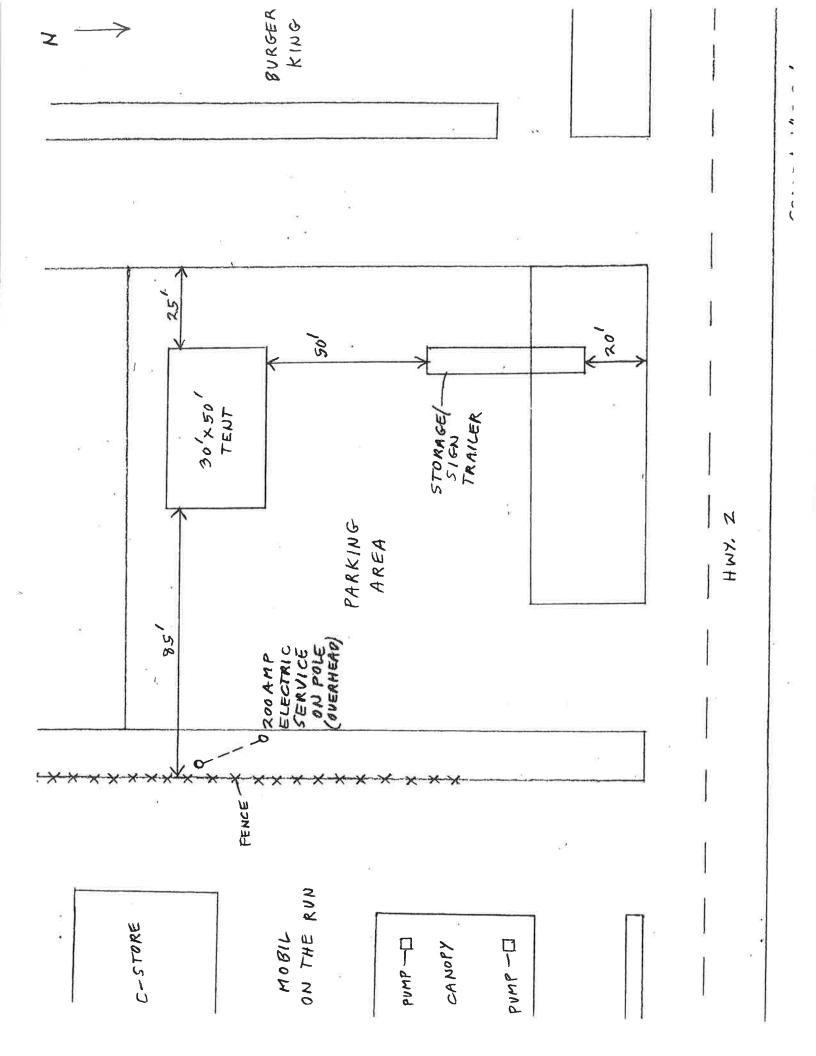
MIDAMERICA HOTELS CORPORATION (LESSOR)
105 South Mt. Auburn Road
Cane Girardeau MO 63702

(573) 334-0546

BY:\_

Diane Drury - Vice President

DATE: 2/11/19



TAXATION DIVISION PO BOX 3000 JEFFERSON CITY, MO 65105-3000



#### Missouri DEPARTMENT OF REVENUE

Telephone: 573-751-5860 Fax: 573-522-1722

E-mail: businesstaxregister@dor.mo.gov

MERAMEC SPECIALTY CO PO BOX 305 ARNOLD MO 63010-0305

March 13, 2019

#### CERTIFICATE OF NO TAX DUE

RE: Notice Number 2004861202 MISSOURI ID: 11174277

To whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of March 13, 2019. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to SALES TAX due and does not limit the authority of the Director of Revenue to assess, or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Department as a result of an audit, a review of taxpayer's records, or a determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

**TAXATION DIVISION** 

# State of Missouri Missouri Retail Sales License Fireworks

Licensee:

License Issued: March 13, 2019

MERAMEC SPECIALTY CO SE 1-55 & HWY Z PEVELY, MO 63070

MERAMEC SPECIALTY COMPANY

MISSOURI ID: 11174277

The issuance of this license is contingent upon the licensee's compliance in all respects with the requirements in Chapter 144 RSMo, and the rules promulgated thereunder.

This license is valid until cancelled and surrendered by the licensee or revoked by the Director of Revenue.

This license must be prominently displayed in the place of business.

This license is valid only for FIREWORKS JUNE 20 THROUGH JULY 10

MISSOURI DEPARTMENT OF REVENUE TAXATION DIVISION

This business is registered INSIDE the city limits of PEVELY in JEFFERSON COUNTY and you are liable to collect and remit all applicable state and local sales taxes.

This license is not assignable or transferable.

Notice Number: 2004861224

## MISSOURI DIVISION OF FIRE SAFETY

## **FIREWORKS PERMIT**

## Seasonal Retailer

COMPANY NUMBER:

8272

FEE:

\$50.00

#### PERMITTED SELLING PERIODS:

June 20, 2019 through July 10, 2019 and December 20, 2019 through January 2, 2020.

Meramec Specialty Co SE I-55 & Hwy Z Pevely, MO 63070

Sandra K. Karsten

J. Tim Bean

DIRECTOR OF PUBLIC SAFETY

**STATE FIRE MARSHAL** 

LICENSE NOT TRANSFERABLE



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Vannette Thomas Boyle Insurance Agency, Inc. PHONE (A/C, No, Ext): 901-766-4292 E-MAIL ADDRESS: vannettet@boyle.com FAX (A/C, No): 901-766-4210 5900 Poplar Ave. Memphis, TN 38119 INSURER(S) AFFORDING COVERAGE NAIC # Travelers A0450 INSURER A: INSURED Meramec Specialty Company INSURER B : P.O. Box 1150 INSURER C: West Memphis, AR 72303 **INSURER D:** INSURER E : INSURER F: **COVERAGES CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD INSR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** \$ PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea socident) AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 6JUB-0002N80-6-18 01/22/2019 01/22/2020 V PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 100,000 E.L. EACH ACCIDENT N/A 100,000 E.L. DISEASE - EA EMPLOYEE fryes, describe under DESCRIPTION OF OPERATIONS below \$ E.L. DISEASE - POLICY LIMIT 500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE FOR INSURANCE PURPOSES ONLY THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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## JOHN BOYLE & COMPANY, INC.

Salisbury Road Statesville, NC 28677 704-872-8151 Date treated or manufactured

Tì	his is to certify that the materials described below have been flame-retardant treated (or are inherently nonflammable).
FOR	ADDRESS
CITY .	STATE
	Certification is hereby made that: (Check "a" or "b")
	(a) The articles described below this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.
	Name of chemical used Chem. Reg. No
	Method of application
[X]	(b) The articles described below are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.
	Trade name of flame-resistant fabric or material used
	The Flame-Retardant Process Used WILL NOT Be Removed By Washing
	JOHN BOYLE & COMPANY, INC.
	JOHN BOYLE & COMPANY, INC.  By Malle Company
	Name of Applicator or Production Superintendent  Specialty Products Manager

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REGISTER ND>	F-121.4		
CALENDAR VD>	81-73 SH		

## Sell Certified Flame-Retardant Fabrics By BOYLE

Your product will meet the rigid specifications of the California Fire Marshal.

FLAMETEST II® PRO-TEC<sup>®</sup> BIMINI FLAMETEST\*\*
ULTRA FAB®

WIDE TRAILER FABRIC PATIO® FLAMETEST® SURFMATE®



# JOHN BOYLE & COMPANY, INC.

Salisbury Road Statesville, NC 28677 704-872-8151 Date treated or manufactured

FOR_	his is to certify that the materials described below have been flame-retardant treated (or are inherently nonflammable,
CITY	ADDRESS
Citi	STATE
	Certification is hereby made that: (Check "a" or "b")
	(a) The articles described below this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.
	Name of chemical used Chem. Reg. No
	Method of application Chem, Reg. No
X	(b) The articles described below are made from a flame-resistant fabric or material registered and approved by the State Fire
	Trade name of flame-resistant fabric or material used
	The Flame-Retardant Process Used WILL NOT Be Removed By Washing
	JOHN BOYLE & COMPANY, INC.
	Name of Applicator or Production Superintendent  By  Specialty Products Manager

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Sell Certified Flame-Retardant Fabrics By BOYLE Your product will meet the rigid specifications of the California Fire Marshal.

FLAMETEST II®
PRO-TEC®

BIMINI FLAMETEST®
ULTRA FAB®

WIDE TRAILER FABRIC PATIO®

FLAMETEST® SURFMATE®

JOHN BOYLE & COMPANY AND DISTRIBUTORS



REGISTERED APPLICATION CONCERN No.

GA-217

ISSUED BY

## JOHN BOYLE & COMPANY, INC.

Salisbury Road Statesville, NC 28677 704-872-8151

Date treated or manufactured

	I his is to certify that the materials described below have	e been flame-retardant treated (or are inherently nonflammable).
		A ENIND LOG
CITY	(b) - (c) -	STATE
	"h" is nereby made that: (Check "a" or "h"	')
	(a) The articles described below this Certificate have been the State Fire Marshal and that the application of sa California and the Rules and Regulations of the State	n treated with a flame-retardant chemical approved and registered by id chemical was done in conformance with the laws of the State of Fire Marshal.
	Name of chemical used	Chem. Reg. No.
	Method of application	Chem. Reg. No.
X	(b) The articles described below are made from a flame-re Marshal for such use.	esistant fabric or material registered and approved by the State Fire
	Trade name of flame-resistant fabric or material used	Reg. No.
	The Flame-Retardant Process Used	WILL NOT Be Removed By Washing
	JOHN BOYLE & COMPANY, INC.	JOHN BOYLE & COMPANY, INC.
	Name of Applicator on Production Superintendent	By Specialty Products Manager
		Specially Floaticts Mariager

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Sell Certified Flame-Retardant Fabrics By BOYLE

Your product will meet the rigid specifications of the California Fire Marshal.

FLAMETEST 116
PROTECT

BIMINI FLAMETEST\*\*
ULTRA FAB\*\*

WIDE TRAILER FABRIC PATIO®

FLAMETEST® SURFMATE®

JOHN BOYLE & COMPANY AND DISTRIBUTORS



# JOHN BOYLE & COMPANY, INC.

Salisbury Road Statesville, NC 28677 704-872-8151 Date treated or manufactured

T	his is to certify that the materials described below have been flame-retardant treated (or are inherently nonflammable)
FOR_	The interesting non-jiammable)
CITY	ADDRESS
	STATE
	Certification is hereby made that: (Check "a" or "b")
	(a) The articles described below this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.
	Name of chemical used
	Name of chemical used Chem. Reg. No Method of application
[X]	(b) The articles described below are made from a flame-resistant fabric or material registered and approved by the State Fire
	Trade name of flame-resistant fabric or material used
	The Flame-Retardant Process Used WILL NOT Be Removed By Washing
	JOHN BOYLE & COMPANY, INC.  By  JOHN BOYLE & COMPANY, INC.
	Name of Applicator or Production Superintendent  Specialty Products Manager

SOLD TO: LAFAYETTE TENT ( 125 SOUTH 5TH ST  LAFAYETTE LN_47701	T I	CONTROL#> JRDER#> INVOICE#> MFG DATE> GUANTITY>	03088 103143 03-05-93
STYLE> DESCRIPTION> REGISTER NO> CALEYDAR NO>	260 WHITE L	AM. BIG TOP	617

Sell Certified Flame-Retardant Fabrics By BOYLE Your product will meet the rigid specifications of the California Fire Marshal.

FLAMETEST II®
PROJEC®

BIMINI FLAMETEST® ULTRA FAB®

WIDE TRAILER FABRIC PATIOD

FLAMETEST® SURFMATE®

JOHN BOYLE & COMPANY AND DISTRIBUTORS



# **Agenda Request Form**

Name: NATHAN SCHAUF
Phone Number: 636 - 475 - 445 > Date: 64/11/2019
Meeting Date Requested: 04/15/2019
Topic for Agenda: ON- CALL ENGINEERING SERVICES
Synopsis of Topic:  THE CITY IS NOT CURRENTLY IN A CONTRACT WITH ANY ENGINEERING FIRMS  FOR TECHNICAL ASSISTANCE.   WOULD LIKE TO SOLICIT PESPONSES AND ENTER  INTO A CONTRACT WITH AN ENGINEERING FIRM TO PROVIDE ON-CALL ASSISTANCE  FOR VARIOUS ENGINEERING TASKS INCLUDING RAN REVIEW, WATER AND SEWER  PROJECTS, AND OTHER SIMILAR TASKS.
Proposed Motion:
TO AUTHORIZE THE CITY ADMINISTRATOR TO SOLICIT STATEMENTS OF
ENGINEERING SERVICES.



# **Agenda Request Form**

Name: NATHAN SCHAUF
Phone Number: 636-475-4452 Date: 04/11/2019
Meeting Date Requested: 64/15/2019
Topic for Agenda: RECYCLING EVENT FLYER & MOVIE NIGHT ATI THE DRIVE- IN RECYCLING
Synopsis of Topic:
DR. BRADSHAW HAS SUBMITTED THE ATTACHED FLYER FOR THE RECYCLING EVENT
BEING HELD AT CITY HALL ON JUNE 29TH
DR. BRADSHAW HAS ALSO ASKED IF HE AND THE HERCULANEUM HIGH SCHOOL  ECOLOGY CLUB CAN COLLECT RECYCLABLES AT MOVIE NIGHT AT THE DRIVE-IN ON MAY 18TH DR. BRADSHAW WILL PROVIDE ALL NECESSARY MATERIALS.
Proposed Motion:
TO APPROVE THE FLYER FOR THE JUNE 29TH REQUING EVENT AND TO ALLOW THE HERCULANEUM HIGH SCHOOL ECOLOGY CLUB TO COLLECT RECYCLARIES AT THE MOVIE NIGHT AT THE DRIVE-IN.







# **Electronics & Recycling Collection/Drop-off Event**



Saturday, June 29th 10 a.m. - 2 p.m. **Pevely City Hall** (401 Main St, Pevely, MO)

## **OPEN TO THE ENTIRE COMMUNITY!**

For more information please call:

Recycling Office: 636-797-5043
 Cell: 314-691-3469
 Main Office: 636-797-5036

# **All Electronics & Appliances**



\*Event Fee for CRT Monitors, TVs and any Freon containing units

## **NOT Collected at THIS Event:**

- Oil
- Batteries
- Paint
- Medical Waste
- Styrofoam
- Clothing
- Window Glass

- Mirrors
- Light Bulbs
- Yard Waste
- Food Waste
- Pyrex or Ceramic
- HHW Items or Containers





## City of Pevely

401 Main Street Pevely, Missouri 63070 Phone: (636) 475-4452

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Permit	11

#### APPLICATION FOR PERMIT TO SOLICIT

Ordiance #277, Section 625 (Peddiers and Solicitors) Organization Name: Organization Address: All Licensees may be subject to a background check. (Signature): Canvasser Number of Licenses required: Application Type: Solicitor Peddler (See Attached Sheet) Description of proposed activity: (distributed literature may be substituted) DAMMUNIY Name, Address, Date of Birth, Place of Birth, Social Security Number (optional), Physical Description and Photograph of each person for which a license is requested: (can attach a copy of a US Government issued identification card or passport for Name, Date of Birth, Address, Physical Description and Photograph) List any infraction(s), offense(s), misdemeanor(s) or felony convictions for each person above for the last 7 years: List any vehicle the above person(s) will be driving (include make, model, year, color and license plate number): Fees & Miscellaneous Information: (See Attached Sheet) Dates and Times to be Conducted Beginning Date **Ending Date:** Beginning Time **Ending Time:** Application submitted to the Mayor and Board of Aldermen , 20 Approved: Disapproved: Attach additional sheets as needed.



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 04/11/2019

Name (1): JANNA ALFORD

Name (2):

Name (3):

Date Of Birth: 12/09/1961

SSN: xxx-xx-5297

Control Number: 4617781

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol Criminal Justice Information Services Division PO BOX 9500 Jefferson City, MO 65102



# **Agenda Request Form**

Name: <u>HEATHER CLAYTON</u>

Phone Number: <u>314-698-0383</u> Date: <u>04/12/2019</u>

Meeting Date Requested: <u>04/15/2019</u>

Topic for Agenda: Park Board Storage

Synopsis of Topic: The Park Board has many events each year and the amount of supplies and items that we keep grows with each event. Many years ago, the previous Park Board had a trailer that was used for storage in order to keep all of their supplies and items together. It is my understanding that the trailer has been found but is in a state of disrepair. In the meantime, space is limited at City Hall and we have Park Board property in many city owned places and at Park Board Members houses. It is important that we have it all at one central location where it can be accessed during hours of our events and where we can keep and maintain an inventory of our property.

## **Proposed Motion:**

I propose that the Park Board get a room in City Hall designated for the Park Board to store all Park Board property so that we can have access during our events and keep an accurate inventory of property. If there is not a room that we can use specifically to store Park Board property, I propose that the City either rent the Park Board a climate controlled storage unit in Pevely or build a storage shed at City Hall for the Park Board.

Signature: <u>Heather Clayton</u>, Park Board Chairman

To: Mayor Stephanie Haas From: Capt. Larry Miller Re: March 2019 Report

During the month of March, while investigating a strong armed robbery, Cpl. Joey Whaley and Ofc. Walter Weaver obtained an in custody warrant on an individual with a surety bond of \$115,000. Another female was arrested and released PAW. Though we are still seeking 2 of 4 individuals, they have been identified and arrest warrants have been requested.

Det. Cpl. Brian Benjamin and Capt. Larry Miller were retrained for investigations by the Major Case Squad of Greater St. Louis.

Sgt. Ben Litterall, Ofc. Joe St. Clair and Ofc. Wayne Casey participated in the annual Missouri Narcotics Officers Association (MNOA) training seminar.

During the month of March 2019 the officers handled the following:

1093- Calls for Service & Self-initiated contacts63- Police Reports64- Arrests (30 Felonies)204- Tickets and Written Warnings

Respectfully,

Capt. Larry Miller 788

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Cohundox	Saturday	06 Easter Egg Hunt 1:00 PM	13	20	27	<b>94</b>	11
Friday	rinay	02	12	19 Good Friday City Hall Closed	26	80	10
Thursday	msday	04 Court 6:30 PM	п	18 Court 6:30 PM	25	Court 6:30 PM	60
Wednesday	Wednesday	03	10	17	24 Administrative Professionals Day	10	80
Thesday	Lucoday	02 General Municipal Election Day	Planning and Zoning Meeting 6:30 PM Park Board Meeting 6:30 PM	16 Vineyards Subdivision Meeting 6:00 PM	23	30	07
Monday	monda	01	80	15 BOA Meeting 7:00 PM	22	29 BOA Workshop 5:30 PM	90
Simday	Carray	8	20	41	21 Happy Easter!	58	go

# April 2019