



Agenda
Olivette City Council Meeting
October 25, 2016
7:00 PM
Council Chambers of City Hall
9473 Olive Boulevard
Olivette, MO 63132

1. Roll Call
2. Communications
This item will include a swearing-in ceremony for Olivette Police Officer Justin Dertinger.
3. City Manager's Report
City Manager Sondag will give a verbal report. Department Status Reports are attached.

Documents:

[DEPARTMENT STATUS REPORTS.PDF](#)

4. City Council Reports
The Mayor and City Council Members will give verbal reports.
5. September Financial Report
Monthly financial report covering July 1, 2016 through September 30, 2016. The report includes a memo of highlights and both a summary and detail for revenue and expenditures of funds budgeted and reported in the annual financial statements.

Documents:

[SEPT16 FINANCIAL REPORT.PDF](#)

6. Quarterly Investment Report - Operational Funds
Quarterly report of Operational Funds investments including a summary of holdings and statement provided by FTN Financial who facilitates the purchase of investments for our operational funds.

Documents:

[SEPT16 QUARTERLY INVESTMENT REPORT.PDF](#)

7. Hearing From Citizens

Documents:

[HEARING FROM CITIZENS.PDF](#)

8. Bill #2822 - An Ordinance To Amend A Certain Section Of Personnel Ordinances And Regulations Concerning Travel Related Reimbursements
The Council is asked to hold a First Reading of a bill that amends Section 2.10 Travel and Travel Related Reimbursements of the Personnel Policies

Documents:

[10-25-16 BILL 2822 - AMENDING SECTION 2.10 OF THE PERSONNEL POLICIES.PDF](#)

9. Resolution 2016-120 - A Resolution Authorizing The City Manager To Enter Into An Agreement With EMS Management & Consultants, Inc. For Ambulance Billing Services And With ESO Solutions, Inc. For An Electronic Patient Care Reporting System
A request for proposals for Ambulance Billing Service and electronic Patient Care Reporting (ePCR) software was published on July 29th and 3 responses were received by the August 12, 2016 bid opening deadline. See the attached memo and additional information on responders.

Documents:

[RESOLUTION 2016-120 EMS BILLING.PDF](#)

10. Resolution #2016-121 - A Resolution Approving A Procurement Policy For The City Of Olivette
A resolution to update the recently updated Procurement Policy to incorporate the Local Vendor Preference Policy established with Resolution 48. It was unclear if the preference policy is still in place after the verbiage used while enacting the most recent Procurement Policy with Resolution 2016-16. In addition, the intention is for both vendors and city staff to easily gain knowledge of and apply the local vendor preference with the two related policies are combined.

Documents:

[OCT16 RESOLUTION 2016-121 - PROCUREMENT POLICY.PDF](#)

11. Resolution #2016-122 - A Resolution Approving A Contract With PKI For The Installation, Access, And Testing Of Two Monitoring Wells In Indian Meadows Park
The Council is asked to approve a resolution allowing for the installation of two monitoring wells in Indian Meadows Park.

Documents:

[10-25-16 MONITORING WELL AGREEMENT.PDF](#)

12. Resolution #2016-123 - Authorizing Execution Of Change Orders 25, 32 And 36 Of The Contract Between The City Of Olivette And United Construction For The Construction Of The New City Center
Council is asked to authorize execution of three change orders.

Documents:

[10-25-16 RESOLUTION APPROVING CHANGE ORDERS 25 32 AND 36 OF CITY CENTER.PDF](#)

13. Financial Advisory Agreement
The Council is asked to authorize the City Manager to enter into a Financial Advisory Agreement with WM Financial Strategies.

Documents:

[FINANCIAL ADVISORY AGREEMENT.PDF](#)

14. Approval To Purchase One (1) Replacement Vehicle For The Olivette Police Department To Be Utilized By The Patrol Division

Authorization to purchase a new police cruiser.

Documents:

[INTERCEPTOR SEDAN PURCHASE 2016.PDF](#)

15. Selection Of New City Center Telephone System

With our current phone system deemed not cost effective to bring up to date and move to the new City Center, exploration of new phone systems began over 1 year ago with preliminary budgeting and progressed over the last 3 months with the exploration and consideration of many systems to provide the best fit for the City.

Documents:

[OCT16 PHONE SYSTEM SELECTION.PDF](#)

16. Request For Document Destruction

Requests from the City Clerk and Human Resources Administrator to destroy documents according to Ordinance 2552.

Documents:

[DOCUMENT DESTRUCTION REQUESTS.PDF](#)

17. Review And Approval Of The Minutes Of The September 27, 2016 City Council Meeting & October 4, 2016 Work Session Meeting

The City Council is asked to review and approve the minutes of the September 27, 2016 City Council meeting and October 4, 2016 Work Session meeting.

Documents:

[APPROVAL OF MINUTES.PDF](#)

18. Hearing From Citizens (Part 2)

Documents:

[HEARING FROM CITIZENS - PART 2.PDF](#)

19. City Attorney's Report

City Attorney Paul Martin will give a verbal report.

20. Adjournment

AGENDA ITEMS WILL NOT NECESSARILY BE DISCUSSED IN ORDER. IF YOU HAVE ANY QUESTIONS, PLEASE CALL CITY HALL AT (314) 993-0444

Individuals desiring to speak at the meeting are asked to fill out speaker cards available on the speaker's podium and submit the cards to the City Clerk prior to the call to order and roll call. Speakers are respectfully asked to hold comments to three (3) minutes to allow all those who wish a chance to speak. Speakers will be called on to speak during the "Hearing from Citizens" portion of the meeting. Please address all comments to the Mayor.

The City of Olivette hereby advises the public, employees and qualified job applicants that they are afforded an equal opportunity to participate in the programs and service of the City regardless of

race, color, religion, sex, age, disability, familial status, national origin or political affiliation. If you are a person with a disability and have special needs, please call Barbara Sondag, City Manager at 314.993.0444 as soon as possible but no later than one day prior to the event or call 314.993.3610 VOICE TDD, 1.800.735.2466 RELAY MISSOURI. Thank you.

Please note that the City Council may adjourn to closed session pursuant to the Revised Statutes of the State of Missouri to discuss legal, confidential or privileged attorney-client matters pursuant to Section 610.021(1), real estate matters pursuant to Section 610.021(2), personnel matters pursuant to 610.021(3), audit matters pursuant to Section 610.021(17), or for any other reason allowed by Missouri law.

The news media may obtain copies of this notice by contacting:

Barbara Sondag
City Manager
9473 Olive Boulevard
Olivette, Missouri 63132
(314) 993-0444

Posted this 21st day of October, 2016 at 5:00 PM.

Myra G. Bennett

Myra G. Bennett, CMC/MPCC
City Clerk
City of Olivette



Olivette Police Department

Activity Report 2016



Overview

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Total Calls for Service	991	1002	888	1026	1121	1143	1020	1009	1013				9213
Reports Taken	53	56	71	60	75	69	52	50	61				547
Crimes Reported	47	52	68	54	68	65	51	49	58				512
Adult Arrests	31	38	42	37	41	45	27	37	33				331
Juvenile Custodies	2	1	1	5	1	3	1	5	6				25

Community Oriented Policing

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Alarms	51	55	42	50	49	56	65	37	55				460
Assist Fire Dept.	81	68	74	79	73	53	65	66	71				630
Other*	164	162	155	137	166	179	179	142	140				1424
Total	296	285	271	266	288	288	309	245	266				2514

Crimes Reported

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Assault**	5	6	5	5	7	3	4	8	6				49
Burglary	3	0	3	2	3	5	5	4	3				28
Drug Offenses	2	1	5	2	3	1	0	0	0				14
Larceny	7	2	9	5	13	5	15	5	10				71
DWI	5	10	12	10	7	7	5	6	9				71
Robbery	0	0	1	0	1	0	1	0	0				3
Other***	30	43	48	40	41	44	21	26	30				323
Total	47	52	71	54	68	65	51	49	58				515

Case Status

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Cleared Cases	29	37	47	40	39	46	28	36	34				336
Unfounded Cases	1	0	1	0	0	0	0	0	0				2
Juvenile Cases	2	1	1	4	1	4	2	3	5				23

*Includes animal injured, assist other agency, bike patrol, check the welfare, fingerprints, foot patrol, keep the peace, lockouts, police community relations, RADAR trailer assignment, school crossing, traffic control, vacation checks, and water main break.

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Olivette Police Department

Bureau of Investigations Report



Reports Written

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Original Reports	3	0	1	2	3	3	3	2	1				18
Supplements	24	23	12	13	6	18	10	23	21				150
Total	27	31	13	15	9	21	13	25	22				176

Additional Information

Justin Dertinger was hired as a police officer by the City of Olivette. He will begin his employment on 10/10/2016.



Olivette Police Department

Citation Report



Violations Summary

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Alcohol, Drugs - Non Traffic	3	3	3	4	7	4	2	0	0				26
Animals	1	0	0	0	2	0	1	0	0				4
Assault	0	2	1	2	3	1	0	0	2				11
Drivers License	12	12	10	15	16	20	11	11	13				120
DUI, Alcohol, Drugs - Traffic	5	10	13	11	7	7	5	6	9				73
Emergency Equipment	0	0	0	0	0	0	0	0	0				0
Financial Responsibility	24	39	23	38	42	42	22	36	28				294
Lane Usage	3	7	5	0	4	6	3	3	8				39
Miscellaneous*	25	21	11	39	27	52	15	44	16				250
Obstructing Justice, Police	0	1	0	1	0	0	0	0	0				2
Parking	6	8	0	1	2	3	6	3	4				33
Registration	35	38	21	26	24	43	24	32	32				275
Signs, Signals	7	15	10	6	12	8	9	11	10				88
Speeding	96	106	72	116	126	107	96	109	94				922
Stealing, Larceny-Under \$500	4	4	0	0	1	0	2	2	1				14
Total	221	266	179	259	273	293	196	257	217				2161

*Includes, but not limited to, Leaving the Scene of an Accident, Vehicle Light Violations, Passing Violations, Seat Belt Violations, Property Damage, Family Offenses, Flight/Escape, Loitering, Soliciting, Violations of Public Order and Public Peace and Curfew Violations.

Traffic Accidents

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Total*	21	28	18	24	17	28	22	25	25				208

*ONLY traffic accidents that generate a police report will be listed in this report. Traffic accidents where no police report is needed and/or requested will not be included.



OLIVETTE POLICE DEPARTMENT TRAINING REPORT



September, 2016 Training

Tim Loethen	8 Hours	Introduction to Homicide Investigation
Jeremy Horton	8 Hours	Introduction to Homicide Investigation
Jacob Hoffmeister	8 Hours	Introduction to Homicide Investigation
Derek Selsor	8 Hours	Introduction to Homicide Investigation
Bill Miller	6 Hours	Statewide Traffic Accident Records System (STARS)
Beth Andreski	4 Hours	Civil Disturbance Response Training (CDRT)
Steve Ford	4 Hours	Civil Disturbance Response Training (CDRT)
Mike Wayt	4 Hours	Civil Disturbance Response Training (CDRT)
Garrett Wood	4 Hours	Civil Disturbance Response Training (CDRT)
Craig Schneider	30 Hours	Computer Voice Stress Analyzer (CVSA)
Garrett Wood	30 Hours	Computer Voice Stress Analyzer (CVSA)
All Officers	1 Hour	Police Legal Sciences On Line Training



FIRE DEPARTMENT

Fire Department Status Report for month ending September 30, 2016

	Current Reporting Period September 2016	Previous Reporting period August 2016	TOTALS <u>Current</u> year to date 2016	TOTALS Last year to date (2015)
Fire Response in Olivette	21	10	134	119
Fire Response in Elmwood Park	1	1	11	12
Fire Response Outside Olivette (Mutual Aid)	13	6	128	155
Total Fire Calls	35	17	273	286
Emergency Medical Service (EMS)	74	62	605	599
Total Fire & EMS Response	109	79	878	885

Fire Department Status Report for month ending July 31, 2016

Training:

A-Crew

(F27) Firefighter safety: self-rescue	2.75
(AP9) Portable equipment	.75
(FC40) S&T: High rise Ops	2
(AP9) Portable equipment	.5
(FC40) S&T: Commercial building S&R TIC	3
(AP9) Portable equipment	.75
(F13) Pump Ops: large water delivery	1.25
(FC40) S&T: monthly reading	2
(AP9) Portable equipment	.75
(AD02) Fire Department Organization/communications	2.5
(F15) Water Supply	1.25
F30 Building construction	1.5
(INS19) Inspection and Code Enforcement Procedures	6
(F21) Public Relations & Fire Safety Education1hrs	1
(INS19) Inspections	1.25
(INS19) Inspections	1
(DT50) Defensive Drives training	1
(AP9) Portable equipment	1
(INS19) Inspections	1.75
(INS19) Inspections	1.5
(AD07) Officer Training (Leadership):	3
(AP9) Portable equipment	.5
(AD07) Officer Training (Leadership):	3
(F13) Pump Ops. training	8
(INS19) Inspections	2
(INS19) Inspections	1.75
(AP9) Portable equipment	1
(DT01) Area Familiarization	1.5
(AD07) Officer Training (Leadership):	3
(INS19) Inspections	1.5
(F13) Pump Ops. training	8
(AD07) Officer Training (Leadership):	3

Total average Hrs. = 69.75 per employee 12 employees

B Crew

Portable Equipment	8
ICS	0.5
Building Construction	3
EMS	2
Strategy and tactical	4
Inspection Code Enforcement	2
Driver Training	3
Water supply	2
SCBA	1

Total average Hrs. = 25.5 per employee 6 employees

C-Crew

Driver Training	1.75
Firefighter Safety Self Rescue	2.75
Portable equipment	1
New Driver Pump Training	0.75
Reading Assignment	1
Building Construction	2
Portable equipment	1
New Driver Pump Training	1
Portable equipment	1
Building Construction	2
Portable equipment	1
Forcible Entry	1
Building Construction	2
Building Construction	1
Alarm Systems & Function	1
Driver Training	1
New Driver Pump Training	0.5
Portable Equipment	1
Building Construction	2

Total average Hrs. = 24.75 hours per employee 7 employees



FIRE DEPARTMENT

Fire Department Monthly EMS Response summary
for the month ending September 30, 2016

	Reporting Period September (2016)	Previous Month	<u>TOTAL</u> 2016 YTD	<u>TOTAL</u> 2015 YTD
EMS calls Olivette	52	45	479	480
EMS calls (Elmwood Park)	12	15	85	80
EMS Mutual Aid given	4	1	33	43
Total EMS calls for period	68	61	597	603

Fire Department Monthly EMS Transport summary (this reporting period)

	Transported by Olivette FD	Transported by Mutual Aid	Transported by Private Ambulance		Non-Transport
Olivette	31	1	0		20
Elmwood Park	10	0	0		2
EMS Mutual Aid Given	3	N/A	0		1
Total EMS calls for period	44	1	0		23

September 2016 Ambulance (MED3000) Billing Revenue

	September 2016	YTD 2016	YTD 2015
Net Receipts Collected	\$14,322.83	\$125,161.19	\$120,876.56

In December 2011, with the authorization of the City Council, the City of Olivette entered into an agreement with Rockford Mercantile Agency, Inc. for collection of balances for ambulance transports that remained unpaid after 120 days of no activity on the account. The first unpaid balances were submitted in January 2012.

September 2016 Collection Service (RMA) Revenue

	Sept 2016	YTD 2016	YTD 2015
Net Receipts Collected	\$ 942.19	\$ 4,470.62	\$1,632.33

**PUBLIC SERVICES
DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT**

Planning Division:

- Mr. Trejo and Mr. Roper attended the state conference of the Missouri Chapter of the American Planning Association in Springfield, MO, October 5th through the 7th. October is NATIONAL COMMUNITY PLANNING MONTH, and this year's theme is Civic Engagement. The conference focused on how Planning can help solve problems for Missouri's communities of any size while including all citizens in the Planning process.
- Staff has completed updates of the Olivette Marketing brochure. The EDC on Monday will discuss the reformatting the brochure.
- Staff continues working with the PCDC to revise the petition review procedures and the standards for onsite stormwater management for new homes.
- Staff and the City Attorney have finalized a draft ordinance to revise Chapter 440 Communication Towers. The draft is tentatively scheduled to be forwarded to the PCDC at their meeting on October 27th.
- Some facts on North Price Road Industrial Park, the section north of the Public Works facility:
 - Contains roughly 39.4 acres of land area (including ROW), and 609,642 sf. of building area, with over 99% of the building area occupied.
 - The only vacant building, located at 1360 North Price Road, has an active building permit under review.
 - North Price Road, formerly a private road, is part of a NID (Neighborhood Improvement District) to improve street and stormwater conditions and to make the road public.
 - North Price Road Industrial Park is the City's second largest industrial park in terms of land area, with a total appraised value of \$17.4 million.
 - There are 10 Licensed Businesses in the park, a 43% increase from last year. A total of 356 people are employed, also up 48% from 2015 (241). The largest employers include The Murphy Company, TSi Geotechnical, Inc., Good Times, Inc., and Auto Beauty Specialist.
 - Since January 1, 2010, 37 building permits have been issued for tenant finishes, totaling nearly \$2,633,730 of improvements. 36% (\$959,000) initiated within the past two years.

Building Division:

- The following table is a summary of reportable data for the Building Division that is generated through the City's Works Management permit system operated by REJIS.

	Month of September 2016	FY 2016-17 to Date	FY 2015-16 Comparison
Residential Certificates of Occupancy issued	36	139	145
RECEIPTS	\$360	\$1,720	\$1,686
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Occupancy Inspections Conducted			
Residential	57	171	161
Commercial	2	5	10
Total Occupancy Inspections	59	176	171
RECEIPTS	\$4,604	\$14,989	\$15,430
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Plan Reviews			
Residential	28	82	76
Commercial	6	33	15
Total Plan Reviews	34	115	91
RECEIPTS	\$10,307	\$42,036	\$23,574
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Nos. of On-site Inspections Performed	347	1,197	791
Avg. Nos. of Inspections Per Working Days	16.5	18.7	12.4
	(21 days)	(64 days)	(64 days)

- Commercial Activity:

- Olive Boulevard:**

- Completed and issued occupancy:**

- 9200 Olive Blvd, Ste. 112, Bentley's PETstuff.**

- 9339 Olive Blvd., Taco Bell.**

- 9390 Olive Blvd., Suite A, Christian Psychological and Family Services.**

- 9449-A Olive Blvd., Olivette Plaza, Rezults Hair Salon.**

- 9624 Olive Blvd., Olivette Center, LuLu's Express.** Renovations continue. Pending County approvals, the operator hopes to open by November 1st.

- 9629 Olive Blvd., Bank of America.** Renovations continue. In addition, the ATM located on the property grounds of Olivette Center will be replaced.

- Dielman Industrial Park and North Price Road Industrial Park:**

- Completed and issued occupancy:**

- 9335 Dielman Industrial Dr., Festive Couture Floral.**

- 1270 North Price Rd, Ste. B, St. Louis Bridge Club.** Interior renovations totaling \$500,000 continue. A proposed 328 seat bridge (playing card) facility is proposed.

- 1360 North Price Rd., Murphy Company.** A building permit applications for interior renovations on the site grounds has been submitted and is under review. The site contains a vacant 4,500 square foot warehouse facility built in 1979. It has been vacant for several years. No information of its intended use has been provided.

- 9334 Dielman Industrial Dr, Charter Communications.** Exterior and interior renovations worth \$1.7 million continue. The PCDC, on August 18th, approved exterior renovations to the "head-end" facility.

- Dielman Rock Island Industrial Park:**

- No current permit activity.**

- Baur/Warson Industrial Park:**

- Completed and issued occupancy:**

- 10401 Baur Blvd., Ste. A, Joerns, LLC.**

- Through our Works Management Software, an analysis of the number and value of building permits has been conducted. The comparison is between the first quarter (July through September) of the current and past fiscal years:

TOTAL NUMBER OF PERMITS ISSUED:

	FY2017	FY2016	% Change
Number	107	84	27.4%
Total Value	\$5,826,761	\$2,820,549	106.6%
Average	\$53,970	\$33,578	60.7%
Median	\$10,500	\$8,000	31.3%

TOTAL NUMBER OF NONRESIDENTIAL PERMITS:

	FY2017	FY2016	% Change
Number	36	18	100.0%
Total Value	\$2,405,223	\$334,658	618.7%
Permit High	\$1,680,000	\$90,000	1,766.7%
Permit Low	\$400	\$40	900.0%
Average	\$66,812	\$18,592	259.4%
Median	\$4,950	\$9,337	-47.0%

TOTAL NUMBER OF RESIDENTIAL PERMITS:

	FY2017	FY2016	% Change
Number	71	66	7.6%
Total Value	\$3,421,538	\$2,485,891	37.6%
Permit High	\$510,000	\$450,000	13.3%
Permit Low	\$400	\$500	-20.0%
Average	\$48,191	\$37,665	27.9%
Median	\$12,700	\$7,750	63.9%

- For the first 3-months of the current Fiscal Year, the number of overall permits issued is up 27.4%. Nonresidential permits make up a majority of the increase, up twice the amount of last year's totals.
- The overall value of improvements has risen 106.6%, with nonresidential up 618% and residential at a more sustainable 37.6%.
- Why has nonresidential value risen so much?
 Two factors:
 - 1) we have issued twice the amount of permits as compared to last year; and
 - 2) one permit (shown as the high-\$1,680,000) can drastically alter the average. In case you are wondering, the permit is Charter's facility on Dielman Industrial.
- What does all this tell us?
 - Given the number of permits issued, investment in the community is growing, and FY2017 for Olivette's building economy is good.
 - Commercial investment is finally recovering after several years of slow growth. Even if the Charter permit was not submitted, we would have had \$725,223 worth of nonresidential investment, up 116.7%.
- Average vs. Median. As we analyze our permitting in the future, the gap between Average and Median is worth following. This is why we noted the Permit High and Permit Low number in the tables above. The greater the range between Average and Median, the more one sided the tracking of the value is. This shows really well in the 2016 nonresidential table, in which the Permit High is \$1.68 million and the low is \$400. The Nonresidential Average is significantly inflated by the one high margin permit. The Median is more reflective of the value added in each permit, but note it is a lot smaller value than the average.
 - Median-nonresidential. In review of the Median for nonresidential permits, 18 of the 36 issued permits had a value below \$4,950. Of the permits that were issued, those 18 broke down as follows: 7-categorized as fire suppression (possibly consisting of placement of a

strobe or alarm fixture), 6-were signs, and the other 5-were miscellaneous improvements (such as removal of a small wall, flat work, etc.).

- o Taking a look at the other 18-permits that were over the \$4,950 median, the FY2017 nonresidential results are as follows:

TOTAL NUMBER OF 2017 NONRESIDENTIAL PERMITS valued over \$4,950.

	FY2017
Number	18
Total Value	\$2,362,610
Permit High	\$1,680,000
Permit Low	\$5,000
Average	\$131,256
Median	\$25,000

- While both the Average and Median values increased, the spread between these 18-permits falls to 5:1 as opposed to 13:1 when considering all 36-permits issued. This is more in-line with the both the residential and combined totals.
- What will we do with the analysis? The data we have collected and presented here will help us better understand how we tract permits, such as assigning categories. It will also help us better estimate future budget projections and fee adjustments.
- The new fee schedule went into effect several weeks before the end of the FY2016. A comparison between the first quarters shows have the average and median were effected. In view of the 3-original tables above, the fees would reflect as follows:

		FY2017	FY2016	% Increase
Nonresidential:				
Average (\$66,812)	Fee:	\$532	\$511	4.1%
Median (\$4,950)	Fee:	\$187	\$170	10.0%
Residential:				
Average (\$48,191)	Fee:	\$296	\$273	8.4%
Median (\$12,700)	Fee:	\$181	\$164	10.4%

BOARDS AND COMMISSIONS

Board of Adjustment

- No meeting was held for the month of October.
- There are also no petitions scheduled for review for the November 10, 2016, meeting. For the month of December, the scheduled meeting date is the 8th.
- At the time of the writing of this report, there are no pending petitions, but we have received (3) inquiries potentially for the December/January meetings.
- There are two vacancies for alternates on the Board:
 - One alternate member, set to expire 2019 (formerly Mr. Lust's position).
 - One alternate member, set to expire 2021.

Planning and Community Design Commission

- The October 20th scheduled meeting was cancelled due to lack of quorum. The meeting has been rescheduled for Thursday, October 27th. Staff has confirmation from 4-members that they will be able to attend.
- Scheduled agenda items including the following:
 - Minor Site Plan and Community Design Review for an outdoor canopy at Chevy's Fresh Mex Restaurant, located at 9119 Olive Boulevard.
 - Draft ordinance amending Chapter 440 Communications Towers.
 - Continue discussion regarding review procedures outlined throughout Title IV Land Use Code.
- Scheduled meeting dates for November are the 3rd and 17th.

Economic Development Commission

- A meeting is scheduled for Monday, October 24th.
- At the time of the writing of this report, tentative agenda items are as follows:
 - Updates:
 - I-170/Olive Gateway
 - City Hall site
 - Marketing Brochure
 - Olive Boulevard corridor appraise value study.
 - Dielman Rock Island Industrial Park overview.

PUBLIC SERVICES
DEPARTMENT OF PUBLIC WORKS

Public Works

- A multi street slab replacement project is underway on Engleton Drive.
- Additional clean fill, surplus from the Old Bonhomme Road project, has been placed on the Park property north of the new City Center.
- The Curbside Leaf Collection schedule has been posted and banners are installed.
- Travis Tate Attend the Missouri LTAP Disaster Response course.
- Walter Taylor and Travis Tate attended the Missouri Pavement Managers workshop.
- Byrne and Jones is 90% complete with the Concrete Slab Replacement Project
- Sewer Lateral Program
 - 5 new applications has been approved and 2 residents have submitted a reimbursement package.



Illustration 1: 1989 John Deere Backhoe - We will miss you!



Illustration 2: 2016 Bobcat S650 - Welcome Aboard!

Warson Pines Slab Replacements in Cul de Sac



Illustration 3: Before



Illustration 4: After

Parks Division

BULB-A-Palooza was rescheduled from October 15 and 16 to October 22-23. Community volunteers are invited to help create a crocus lawn along the edge of the walking path at Stacy Park. This will bring early color to the park and create a focal point for visitors. As the lawn is established, it will spread along the pathway and will only require minimal care each year. Crocus lawns in city parks often become annual attractions that draw increased visitors.

Seasonal park shut-down has begun for Indian Meadows, Villa and Irz Zeid park restrooms. The restrooms will be 100% closed by November 1st and will remain closed through April 1, 2017. The fountains at Veteran’s Park and the northeast side of Deilman at Olive will also be closed for the winter. At Stacy Park, staff is exploring mesh covering options to mitigate the amount of leaves that fall into the pond but still allow air circulation and winter sun exposure.

Recreation Division

Party in the Park 2.0 was held Friday, September 23 at Warson Park. This was the first time a large scale special event was held at Warson Park. Staff received positive feedback from residents regarding the location and holding a second event.





SAVE THESE DATES!

Boo Bash returns October 22 at the Warson Park and the Community Center.

The first **Ladies Tea** is Thursday, November 10 at the Community Center

The inaugural gallery exhibit features Bill Motchan Photography with the opening reception Friday evening, December 9th at the Community Center

Facility Division

Recent projects include refurbishment of the lobby wet bar and installing gallery display rails to house the new rotating art exhibits in the lobby. Installation of chair rails is underway in classrooms to stop the repeating damage to the wall plaster. This will lower the annual patching and painting needed and help the overall appearance of the classrooms.



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

Financial Reports for the month ending 9/30/2016

Description:

Included in the Council packets are financial reports for the period July 1, 2015 through September 30, 2016. The reports include a Revenue and Expenditures Summary for Funds 01 through 40 and a Revenue and Expenditures Detail for Funds 01 through 40.

Recommended Action:

No action necessary – monthly financial report

Attachments:

1. Monthly Financial Report

Funding Request:

None

Submitted by:

Darren Mann, CPA
DEPARTMENT HEAD



Memorandum

To: City Council
From: Darren Mann, Finance Director
Subject: September Financial Report
Date: October 18, 2016

Included with this memo is a summary as well as detailed reports for Funds 01 through 40. The reporting period is the three months ending in September which means prior year actual is reporting July 1, 2015 through September 30, 2015 and then current year actual is reporting July 1, 2016 through September 30, 2016. In addition to reporting year to date actual, there are columns for the annual budget and percent of budget. The final column shows the variance between current year and prior year.

Detailed review of General Fund (Fund 01)

With three months complete (25%), our total revenues remain below expectations at 20.06% of total budget but remain higher than last year by \$58,868. Expenditures ended September at 24.92% of budget and \$134,076 higher than last September to date.

Revenues: All revenue sources are reporting above prior year except parks and recreation revenues and court revenue. Parks and recreation revenues continue to struggle at the community center rental line and youth soccer lines despite lower budgets. Court costs and fines slowed in September after strong months in July and August. Permits income continues to outperform expectations at 31% of budget and \$16,251 higher than last year to date.

Expenditures: Individual department expenditures are at just above expectations because of the timing of payroll but remain around the 25% mark.

Detailed Review of Grants Fund (Fund 02)

Revenue: The Grants Fund is used to track the revenue received from outside agencies for grants. September was another busy month for grants revenue with MoDOT overtime grant reimbursements of \$1,314 and another \$549,362 from MoDOT for Old Bonhomme Rd work.

Expenditures: Expenditures in the grants fund reflect required match of the expenditures related to the grants received. Expenditures for Old Bonhomme Rd are amounts paid to the contractor and the net of the revenue and expenditure is the 20% City match.

Detailed Review of Capital Projects Fund (Fund 05)

Revenue: Revenue for the Capital Projects Fund is generated through sales taxes and property taxes. Sales taxes remittances exceeded expectations at 27.61%.

Expenditures: Total expenditures to the end of September were 12.27% of budget. The operational department in the Capital Projects Fund is the Streets Department ended the month at 19.87% of budget.

Detailed Review of Dielman NID Fund (Fund 11) – No activity

Revenue: Revenue for the Dielman NID Fund is funded through annual assessments with no year to date activity.

Expenditures: Interest only payment of \$6,165 was made in August for bondholder's September payment.

Detailed Review of North Price NID Fund (Fund 13)

Revenue: Revenue for the North Price NID Fund will come from annual assessments once the project is completed. No draws were made on the temporary financing facility year to date.

Expenditures: Expenditures for the NID project totaled \$99,749 in September.

Detailed Review of Pension Fund (Fund 15)

Revenue: Revenue for the Pension Fund comes from collections of real estate and personal property taxes. Collections for the year are expected to be low until December.

Expenditures: The pension incurs expenditures for investment and actuarial services with the remainder of the collection going to the pension plan as employer contributions in December and June. No expenditures have been made year to date.

Detailed Review Fire Operations Fund (Fund 20)

Revenue: Revenue for the Fire Operations Fund is funded through a specific sales tax. Sales taxes remittances exceeded expectations at 27.45% and are currently \$9,132 higher than last year to date.

Expenditures: Expenditures charged to this fund cover three fire fighters and associated benefit costs. Expenditures through the end of September were 20.31% of budget.

Detailed Review Equipment Replacement (Fund 25)

For the first time since this format of reporting began we'll see activity in this fund in the form of a transfer to the capital improvement fund.

Detailed Review of Municipal Center Const. & DS (Fund 26)

Revenue: Revenue for the Municipal Center Fund comes from collections of real estate and personal property taxes. Property taxes are expected to lag expectations until collection in December. Investment earnings on the idle bond funds are also reported here.

Expenditures: Expenditures for the new facility to date total \$6,890,265. September and March principal and interest debt service payment to bondholders are included with this fund as well.

Detailed Review Stormwater/Parks (Fund 30)

Revenue: Revenue for the Stormwater/Parks Fund is generated through a specific sales tax. Sales taxes remittances exceeded expectations at 27.93%.

Expenditures: The operational department in the Stormwater/Parks Fund is Parks Maintenance and it ended September at 20.47% of budget.

Detailed Review Sewer Lateral (Fund 40)

Revenue: Revenue for the Sewer Lateral Fund is funded by an annual \$50 collection per household. Collections are anticipated to lag expectations until December. An August investment maturity resulted in a nice bump in investment earnings in the fund.

Expenditures: Expenditures come in the form of reimbursements to citizens for qualified sewer lateral problems. Reimbursements are at 21.48% of budget.

Fund Balances (unaudited) as of the end of September 2016:

General Fund – Fund 01:	\$ 4,076,515
Grants Fund – Fund 02:	\$ 43,668
Capital Projects – Fund 05:	\$ 1,249,115
Dielman NID – Fund 11:	\$ 49,461
North Price NID – Fund 13:	\$ (463,449)
Pension Fund – Fund 15:	\$ 8,448
Fire Operations – Fund 20:	\$ 37,892
Equipment Replacement – Fund 25:	\$ 343,710
Dielman Facility 2014 - Fund 26:	\$ 6,489,471
Parks – Fund 30:	\$ 1,177,583
Escrow – Fund 35	\$ 109
Sewer Lateral – Fund 40	\$ 629,921

September 2016 - Dashboard				
Fund	Sales Tax	Property Tax	Total Revenue	% of Budget
01 – General Fund	\$502,603	\$21,133	\$1,466,201	20.06%
05 – Capital Improvement	\$135,275	\$1,332	\$136,606	15.44%
15 – Pension	NA	\$4,170	\$4,170	.74%
20 – Fire Operations	\$79,598	NA	\$79,598	27.45%
26 – Debt Service	NA	\$6,405	\$4,935	.46%
30 – Stormwater/Parks	\$159,207	NA	\$159,207	27.93%

REVENUE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Revenues							
Parks and Recreation	359,500.00	105,938.65	29.47	301,250.00	65,701.06	21.81	-40,237.59
Court	318,500.00	85,156.64	26.74	321,750.00	78,217.26	24.31	-6,939.38
Medical Transport Fees	180,000.00	33,679.79	18.71	155,000.00	45,039.56	29.06	11,359.77
Investment Income	6,500.00	4,301.27	66.17	20,000.00	6,704.56	33.52	2,403.29
Licenses	259,000.00	2,755.09	1.06	265,500.00	11,154.92	4.20	8,399.83
Other Income	92,000.00	46,363.55	50.40	102,000.00	82,773.65	81.15	36,410.10
Permits	186,965.00	45,547.30	24.36	201,425.00	61,799.00	30.68	16,251.70
Property Taxes	1,715,000.00	23,517.12	1.37	1,718,000.00	21,133.42	1.23	-2,383.70
Sales Tax	1,832,400.00	459,359.88	25.07	1,930,000.00	502,602.59	26.04	43,242.71
Transfers	143,400.00	0.00	0.00	75,500.00	0.00	0.00	0.00
Utility Taxes	2,255,500.00	600,713.58	26.63	2,217,500.00	591,075.04	26.66	-9,638.54
Revenues	7,348,765.00	1,407,332.87	19.15	7,307,925.00	1,466,201.06	20.06	58,868.19
Grand Total Net Effect:	7,348,765.00	1,407,332.87	19.15	7,307,925.00	1,466,201.06	20.06	58,868.19

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Legislative	129,908.00	32,615.15	25.11	133,920.00	34,444.05	25.72	1,828.90
Administration	136,255.00	32,114.66	23.57	142,700.00	36,616.24	25.66	4,501.58
Finance Department	348,040.00	72,076.82	20.71	370,000.00	82,742.37	22.36	10,665.55
Municipal Court	147,090.00	29,111.13	19.79	133,520.00	37,425.92	28.03	8,314.79
City Attorney	100,000.00	35,441.96	35.44	100,000.00	10,985.00	10.99	-24,456.96
Research & Information	44,195.00	4,866.98	11.01	27,308.00	4,550.00	16.66	-316.98
Planning & Zoning	550.00	0.00	0.00	550.00	0.00	0.00	0.00
Community Affairs/OOTG	27,200.00	18,171.67	66.81	31,922.00	1,900.00	5.95	-16,271.67
Zoning Board Of Adjustment	1,025.00	386.66	37.72	1,350.00	0.00	0.00	-386.66
Economic Development	13,880.00	15.09	0.11	9,030.00	0.00	0.00	-15.09
City Hall Redevelopment	0.00	11,027.40	0.00	0.00	0.00	0.00	-11,027.40
Old Bonhomme Road Agreement	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Elections	9,010.00	0.00	0.00	9,010.00	0.00	0.00	0.00
Rabies Control	57,985.00	13,240.13	22.83	59,270.00	15,027.92	25.36	1,787.79
Fire Department	2,226,395.00	548,042.74	24.62	2,220,007.00	586,484.93	26.42	38,442.19
Police Department	2,489,407.00	549,731.19	22.08	2,494,092.00	597,657.96	23.96	47,926.77
Community Center	187,787.00	31,932.80	17.00	167,870.00	40,974.93	24.41	9,042.13
Recreation	359,480.00	76,255.26	21.21	385,272.00	107,031.90	27.78	30,776.64
Planning & Comm Devpmt	403,410.00	85,913.51	21.30	402,005.00	110,058.63	27.38	24,145.12
Refuse Collection	357,700.00	47,246.06	13.21	378,541.00	47,906.26	12.66	660.20

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Municipal Property-General	130,448.00	31,114.49	23.85	133,590.00	35,392.07	26.49	4,277.58
Insurance	99,000.00	67,447.00	68.13	107,000.00	71,629.00	66.94	4,182.00
Expenditures	7,348,765.00	1,686,750.70	22.95	7,306,957.00	1,820,827.18	24.92	134,076.48
Grand Total Net Effect:	-7,348,765.00	-1,686,750.70	22.95	-7,306,957.00	-1,820,827.18	24.92	-134,076.48

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REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 02 - Grants							
Revenues							
Dept: 0000	2,130,000.00	58,918.76	2.77	1,500,000.00	747,857.32	49.86	688,938.56
Revenues	2,130,000.00	58,918.76	2.77	1,500,000.00	747,857.32	49.86	688,938.56
Expenditures							
Fire Department	0.00	0.00	0.00	60,000.00	57,537.00	95.90	57,537.00
Police Department	25,000.00	15,856.42	63.43	29,000.00	7,277.34	25.09	-8,579.08
Parks	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00
Capital Improvements	0.00	0.00	0.00	6,000.00	0.00	0.00	0.00
Old Bonhomme Improv. Project	2,105,000.00	0.00	0.00	1,400,000.00	639,375.43	45.67	639,375.43
Expenditures	2,130,000.00	15,856.42	0.74	1,500,000.00	704,189.77	46.95	688,333.35

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REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 05 - Capital Projects Fund							
Revenues							
Dept: 0000	875,000.00	121,687.21	13.91	885,000.00	136,606.35	15.44	14,919.14
Revenues	875,000.00	121,687.21	13.91	885,000.00	136,606.35	15.44	14,919.14
Expenditures							
Fire Department	34,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Police Department	61,025.00	5,621.11	9.21	68,500.00	20,125.00	29.38	14,503.89
Street Department	571,464.00	102,392.21	17.92	566,918.00	112,635.92	19.87	10,243.71
Street Dept. Improvements	195,000.00	0.00	0.00	230,000.00	0.00	0.00	0.00
Old Bonhomme Improv. Project	0.00	2,988.11	0.00	260,000.00	2,236.42	0.86	-751.69
N. Price NID Improv. Project	0.00	0.00	0.00	250,000.00	0.00	0.00	0.00
Capital Expenses	43,511.00	38,520.56	88.53	38,521.00	38,520.56	100.00	0.00
Expenditures	905,000.00	149,521.99	16.52	1,413,939.00	173,517.90	12.27	23,995.91

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 11 - Dielman NID Improvement Dist.							
Revenues							
Dept: 0000	45,000.00	0.00	0.00	47,000.00	0.00	0.00	0.00
Revenues	45,000.00	0.00	0.00	47,000.00	0.00	0.00	0.00
Expenditures							
Capital Expenses	47,857.00	6,296.25	13.16	48,000.00	6,165.00	12.84	-131.25
Expenditures	47,857.00	6,296.25	13.16	48,000.00	6,165.00	12.84	-131.25

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REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 13 - North Price NID							
Revenues							
Dept: 0000	1,943,000.00	0.00	0.00	1,877,221.00	0.00	0.00	0.00
Revenues	1,943,000.00	0.00	0.00	1,877,221.00	0.00	0.00	0.00
Expenditures							
N. Price NID Improv. Project	943,000.00	214,508.66	22.75	627,221.00	187,043.88	29.82	-27,464.78
Capital Expenses	1,000,000.00	0.00	0.00	1,250,000.00	0.00	0.00	0.00
Expenditures	1,943,000.00	214,508.66	11.04	1,877,221.00	187,043.88	9.96	-27,464.78

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 15 - Pension Fund							
Revenues							
Dept: 0000	558,000.00	3,849.66	0.69	562,000.00	4,169.00	0.74	319.34
Revenues	558,000.00	3,849.66	0.69	562,000.00	4,169.00	0.74	319.34
Expenditures							
Pension Plan	548,000.00	3,956.00	0.72	562,000.00	0.00	0.00	-3,956.00
Expenditures	548,000.00	3,956.00	0.72	562,000.00	0.00	0.00	-3,956.00

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REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 20 - Fire Operations Fund							
Revenues							
Dept: 0000	280,000.00	70,464.80	25.17	290,000.00	79,596.58	27.45	9,131.78
Revenues	280,000.00	70,464.80	25.17	290,000.00	79,596.58	27.45	9,131.78
Expenditures							
Fire Department	224,591.00	47,837.64	21.30	244,800.00	49,715.03	20.31	1,877.39
Expenditures	224,591.00	47,837.64	21.30	244,800.00	49,715.03	20.31	1,877.39

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REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 25 - Equipment Replacement Fund							
Expenditures							
Street Dept. Improvements	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00
Expenditures	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00

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REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 26 - Municipal Center-Const. & DS							
Revenues							
Dept: 0000	992,000.00	-12,909.33	-1.30	1,067,000.00	4,934.92	0.46	17,844.25
Revenues	992,000.00	-12,909.33	-1.30	1,067,000.00	4,934.92	0.46	17,844.25
Expenditures							
City Hall Redevelopment	1,012,000.00	123,660.07	12.22	8,100,000.00	1,560,145.67	19.26	1,436,485.60
New Facility Expenditures	0.00	45.40	0.00	0.00	64.31	0.00	18.91
Capital Expenses	1,000,000.00	169,767.50	16.98	900,000.00	164,317.50	18.26	-5,450.00
Expenditures	2,012,000.00	293,472.97	14.59	9,000,000.00	1,724,527.48	19.16	1,431,054.51

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REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 30 - Local Parks/Storm Water Fund							
Revenues							
Dept: 0000	562,000.00	140,929.41	25.08	570,000.00	159,206.62	27.93	18,277.21
Revenues	562,000.00	140,929.41	25.08	570,000.00	159,206.62	27.93	18,277.21
Expenditures							
Parks	467,305.00	94,067.51	20.13	421,961.00	86,382.81	20.47	-7,684.70
Capital Improvements	144,225.00	1,362.30	0.94	245,000.00	0.00	0.00	-1,362.30
Expenditures	611,530.00	95,429.81	15.61	666,961.00	86,382.81	12.95	-9,047.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 35 - Escrow Trust Fund							
Revenues							
Dept: 0000	480.00	124.37	25.91	500.00	109.22	21.84	-15.15
Revenues	480.00	124.37	25.91	500.00	109.22	21.84	-15.15
Expenditures							
Escrow expenses	480.00	0.00	0.00	500.00	0.00	0.00	0.00
Expenditures	480.00	0.00	0.00	500.00	0.00	0.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 40 - Sewer Lateral Fund							
Revenues							
Dept: 0000	135,720.00	2,313.26	1.70	136,000.00	1,717.48	1.26	-595.78
Revenues	135,720.00	2,313.26	1.70	136,000.00	1,717.48	1.26	-595.78
Expenditures							
Sewer Improvements	104,336.00	20,128.80	19.29	104,340.00	22,408.00	21.48	2,279.20
Expenditures	104,336.00	20,128.80	19.29	104,340.00	22,408.00	21.48	2,279.20
Grand Total Net Effect:	-1,005,594.00	-461,630.40	45.91	-8,633,040.00	-1,819,752.38	21.08	-1,358,121.98

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Revenues							
Acct Class: COM Parks and Recreation							
0550.00 CC Room Rentals	80,000.00	19,646.74	24.56	70,000.00	7,183.50	10.26	-12,463.24
0552.00 CC Vending Machines	1,000.00	152.05	15.21	750.00	171.76	22.90	19.71
0553.00 Youth Soccer	73,500.00	51,084.79	69.50	53,000.00	43,243.80	81.59	-7,840.99
0554.00 Youth Basketball	17,500.00	585.00	3.34	16,500.00	338.86	2.05	-246.14
0555.00 Youth Baseball	52,000.00	87.00	0.17	40,000.00	0.00	0.00	-87.00
0556.00 Adult Softball	8,500.00	-150.00	-1.76	5,500.00	400.00	7.27	550.00
0559.00 Halloween Program	0.00	0.00	0.00	500.00	0.00	0.00	0.00
0560.00 Day Camp	65,000.00	14,356.03	22.09	70,000.00	8,772.95	12.53	-5,583.08
0561.00 Programs	20,000.00	1,894.00	9.47	20,000.00	1,847.49	9.24	-46.51
0562.00 Olivette On The Go	30,000.00	16,389.04	54.63	10,000.00	0.00	0.00	-16,389.04
0563.00 Turkey Trot	0.00	0.00	0.00	0.00	244.00	0.00	244.00
0563.01 Turkey Trot Expenditures	0.00	-200.00	0.00	0.00	0.00	0.00	200.00
0590.00 Rent-City Parks	12,000.00	2,094.00	17.45	15,000.00	3,498.70	23.32	1,404.70
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Parks and Recreation	359,500.00	105,938.65	29.47	301,250.00	65,701.06	21.81	-40,237.59
Acct Class: CORT Court							
0500.00 Court Fines	255,000.00	71,501.03	28.04	270,000.00	67,861.50	25.13	-3,639.53
0501.00 Court Bonds Forfeited	18,000.00	4,050.00	22.50	15,000.00	1,940.00	12.93	-2,110.00
0502.00 Court Costs	36,000.00	7,679.61	21.33	28,500.00	6,337.76	22.24	-1,341.85
0504.00 Court Costs-Restitution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0505.00 Local Police Training Fees	3,500.00	638.00	18.23	3,250.00	1,056.00	32.49	418.00
0507.00 Biometrics System	6,000.00	1,288.00	21.47	5,000.00	1,022.00	20.44	-266.00
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Court	318,500.00	85,156.64	26.74	321,750.00	78,217.26	24.31	-6,939.38
Acct Class: FEES Medical Transport Fees							
0475.00 Medical Transport Fees	180,000.00	33,679.79	18.71	155,000.00	45,039.56	29.06	11,359.77
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Medical Transport Fees	180,000.00	33,679.79	18.71	155,000.00	45,039.56	29.06	11,359.77
Acct Class: INV Investment Income							
0525.00 Investment Income	6,500.00	4,301.27	66.17	20,000.00	6,704.56	33.52	2,403.29
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Investment Income	6,500.00	4,301.27	66.17	20,000.00	6,704.56	33.52	2,403.29
Acct Class: LIC Licenses							
0429.00 Financial Institutions Tax	500.00	0.00	0.00	0.00	0.00	0.00	0.00
0430.00 Automobile Fees	38,000.00	1,040.52	2.74	38,000.00	732.22	1.93	-308.30
0431.00 Merchants & Mfg Licenses	162,000.00	743.07	0.46	170,000.00	1,817.70	1.07	1,074.63
0431.01 Service Licenses	51,000.00	725.00	1.42	50,000.00	3,198.00	6.40	2,473.00
0432.00 Liquor Licenses	6,000.00	37.50	0.63	6,000.00	0.00	0.00	-37.50
0434.00 Animal Licenses	1,500.00	209.00	13.93	1,500.00	76.00	5.07	-133.00
0450.30 Inspections	0.00	0.00	0.00	0.00	3,931.00	0.00	3,931.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Revenues							
Acct Class: LIC Licenses							
0466.10 Residential Stormwater Review	0.00	0.00	0.00	0.00	1,400.00	0.00	1,400.00
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Licenses	259,000.00	2,755.09	1.06	265,500.00	11,154.92	4.20	8,399.83
Acct Class: OI Other Income							
0415.00 NID Assessments	0.00	936.80	0.00	0.00	0.00	0.00	-936.80
0575.00 Miscellaneous Revenue	52,000.00	38,190.95	73.44	77,000.00	70,313.96	91.32	32,123.01
0600.00 Snow Removal	40,000.00	7,235.80	18.09	25,000.00	12,459.69	49.84	5,223.89
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Other Income	92,000.00	46,363.55	50.40	102,000.00	82,773.65	81.15	36,410.10
Acct Class: PER Permits							
0450.00 Building Permits	115,000.00	23,574.52	20.50	123,000.00	11,618.00	9.45	-11,956.52
0450.10 Residential Building Permits	0.00	0.00	0.00	0.00	12,933.00	0.00	12,933.00
0450.20 Commercial Building Permits	0.00	0.00	0.00	0.00	13,554.00	0.00	13,554.00
0452.00 Street Opening Permits	2,750.00	1,000.00	36.36	4,125.00	2,250.00	54.55	1,250.00
0454.00 Sign Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0456.00 Residential Inspections	27,000.00	9,290.00	34.41	27,000.00	10,474.00	38.79	1,184.00
0457.00 Residential Occupancy Permits	5,500.00	1,686.00	30.65	0.00	1,720.00	0.00	34.00
0458.00 Business Inspections	3,520.00	1,200.00	34.09	4,000.00	455.00	11.38	-745.00
0459.00 Business Occupancy Permits	370.00	100.00	27.03	600.00	70.00	11.67	-30.00
0460.00 Garage Sale Permits	100.00	90.00	90.00	500.00	60.00	12.00	-30.00
0461.00 Demolition Permits	5,000.00	566.78	11.34	5,000.00	2,105.00	42.10	1,538.22
0462.00 Elevator Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0464.00 Subdivision Fees	450.00	0.00	0.00	650.00	0.00	0.00	0.00
0465.00 Residential rental permits	21,375.00	4,940.00	23.11	19,000.00	4,060.00	21.37	-880.00
0466.00 Zoning Fees	5,900.00	3,100.00	52.54	17,550.00	2,500.00	14.25	-600.00
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Permits	186,965.00	45,547.30	24.36	201,425.00	61,799.00	30.68	16,251.70
Acct Class: PROP Property Taxes							
0401.00 Real Estate Tax-Current	1,375,000.00	0.00	0.00	1,387,000.00	0.00	0.00	0.00
0402.00 Real Estate Tax-Prior	25,000.00	8,152.81	32.61	0.00	2,668.69	0.00	-5,484.12
0403.00 Personal Property Tax-Current	212,000.00	0.00	0.00	225,000.00	0.00	0.00	0.00
0404.00 Personal Property Tax-Prior	5,000.00	3,982.93	79.66	0.00	3,065.05	0.00	-917.88
0405.00 Utility Tax-State Assessed	38,000.00	0.00	0.00	45,000.00	0.00	0.00	0.00
0410.00 Elmwood Fire District	60,000.00	11,381.38	18.97	61,000.00	15,399.68	25.25	4,018.30
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Property Taxes	1,715,000.00	23,517.12	1.37	1,718,000.00	21,133.42	1.23	-2,383.70
Acct Class: STAX Sales Tax							
0433.00 Gasoline Tax	203,000.00	53,863.99	26.53	205,000.00	53,148.11	25.93	-715.88
0435.00 Cigarette Tax	21,400.00	5,909.02	27.61	25,000.00	7,438.35	29.75	1,529.33
0437.00 Sales Tax	1,305,000.00	327,858.17	25.12	1,325,000.00	370,470.35	27.96	42,612.18

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Revenues							
Acct Class: STAX Sales Tax							
0439.00 Local Option Use Tax	207,000.00	47,313.25	22.86	270,000.00	45,656.18	16.91	-1,657.07
0585.00 State Veh Fee & Tax Increases	96,000.00	24,415.45	25.43	105,000.00	25,889.60	24.66	1,474.15
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Sales Tax	1,832,400.00	459,359.88	25.07	1,930,000.00	502,602.59	26.04	43,242.71
Acct Class: TRAN Transfers							
0670.00 Trans from sewer lateral fund	28,000.00	0.00	0.00	30,000.00	0.00	0.00	0.00
0670.01 Transfer fr Escrow Trust Fund	1,000.00	0.00	0.00	500.00	0.00	0.00	0.00
0670.02 Transfer-Park Fund	84,400.00	0.00	0.00	45,000.00	0.00	0.00	0.00
0670.06 Transfer from Cap Imp	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00
0670.09 Transfer From Grants Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Transfers	143,400.00	0.00	0.00	75,500.00	0.00	0.00	0.00
Acct Class: UT Utility Taxes							
0420.00 Ameren UE	930,000.00	347,384.14	37.35	960,000.00	343,775.25	35.81	-3,608.89
0421.00 Laclede Gas	420,000.00	44,313.49	10.55	420,000.00	40,114.33	9.55	-4,199.16
0421.01 Laclede Energy Resources	2,500.00	81.34	3.25	2,500.00	0.00	0.00	-81.34
0421.02 Contium Energy Services	1,000.00	64.75	6.48	1,000.00	99.09	9.91	34.34
0422.00 County Water	160,000.00	41,843.23	26.15	165,000.00	47,967.76	29.07	6,124.53
0423.00 Landline Gross Receipts	241,000.00	52,216.80	21.67	241,000.00	55,569.50	23.06	3,352.70
0424.00 Franchise Fee-Cable TV	130,000.00	30,559.37	23.51	123,000.00	29,949.50	24.35	-609.87
0425.00 Cell Phone Gross Receipts	371,000.00	84,250.46	22.71	305,000.00	73,599.61	24.13	-10,650.85
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Utility Taxes	2,255,500.00	600,713.58	26.63	2,217,500.00	591,075.04	26.66	-9,638.54
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Revenues	7,348,765.00	1,407,332.87	19.15	7,307,925.00	1,466,201.06	20.06	58,868.19
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Grand Total Net Effect:	7,348,765.00	1,407,332.87	19.15	7,307,925.00	1,466,201.06	20.06	58,868.19

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 1000 Legislative							
A100.00 Salaries	86,100.00	19,925.51	23.14	90,000.00	23,701.26	26.33	3,775.75
A400.00 Longevity	2,388.00	548.25	22.96	0.00	0.00	0.00	-548.25
A600.00 FICA	6,771.00	1,423.34	21.02	6,900.00	1,644.20	23.83	220.86
A700.00 State Unemployment	460.00	21.45	4.66	500.00	12.87	2.57	-8.58
B190.00 Misc. Professional Services	3,200.00	259.87	8.12	3,200.00	0.00	0.00	-259.87
B240.00 Travel & Training	4,245.00	440.00	10.37	4,515.00	0.00	0.00	-440.00
B310.00 Notices & Advertising	250.00	0.00	0.00	250.00	0.00	0.00	0.00
B320.00 Printing	250.00	0.00	0.00	250.00	0.00	0.00	0.00
B440.00 Telephone	600.00	105.90	17.65	700.00	78.56	11.22	-27.34
B542.00 Copier Expenses	1,300.00	254.26	19.56	1,200.00	116.96	9.75	-137.30
B545.00 Computer Repairs & Maint.	750.00	99.92	13.32	750.00	74.39	9.92	-25.53
B730.00 Workmens Comp	190.00	87.41	46.01	200.00	95.70	47.85	8.29
B780.00 Group Health & Liability	14,504.00	4,907.22	33.83	14,600.00	4,381.84	30.01	-525.38
B790.00 Life & Long Term Disability	650.00	215.24	33.11	1,000.00	210.04	21.00	-5.20
B914.00 Association Dues	6,100.00	4,243.00	69.56	6,105.00	4,063.00	66.55	-180.00
B920.00 Reception	400.00	17.03	4.26	2,300.00	65.23	2.84	48.20
C110.00 Office Supplies	700.00	0.00	0.00	400.00	0.00	0.00	0.00
C125.00 Books/Publications`	150.00	0.00	0.00	150.00	0.00	0.00	0.00
C470.00 Awards & Gifts	900.00	66.75	7.42	900.00	0.00	0.00	-66.75
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Legislative	129,908.00	32,615.15	25.11	133,920.00	34,444.05	25.72	1,828.90
Dept: 1200 Administration							
A100.00 Salaries	102,300.00	23,418.29	22.89	108,000.00	28,409.95	26.31	4,991.66
A400.00 Longevity	515.00	0.00	0.00	0.00	0.00	0.00	0.00
A600.00 FICA	7,865.00	1,722.92	21.91	8,300.00	2,076.87	25.02	353.95
A700.00 State Unemployment	155.00	0.00	0.00	200.00	0.00	0.00	0.00
B210.00 Auto Allowance	4,200.00	1,400.00	33.33	4,200.00	1,050.00	25.00	-350.00
B240.00 Travel & Training	2,000.00	395.00	19.75	3,750.00	875.62	23.35	480.62
B310.00 Notices & Advertising	100.00	0.00	0.00	0.00	0.00	0.00	0.00
B320.00 Printing	100.00	0.00	0.00	40.00	0.00	0.00	0.00
B440.00 Telephone	2,000.00	253.35	12.67	1,400.00	300.26	21.45	46.91
B542.00 Copier Expenses	1,000.00	365.51	36.55	800.00	102.65	12.83	-262.86
B545.00 Computer Repairs & Maint.	1,145.00	179.84	15.71	900.00	148.78	16.53	-31.06
B730.00 Workmens Comp	240.00	110.41	46.00	300.00	143.55	47.85	33.14
B780.00 Group Health & Liability	10,785.00	3,791.38	35.15	10,900.00	2,598.24	23.84	-1,193.14
B790.00 Life & Long Term Disability	750.00	289.31	38.57	1,000.00	254.24	25.42	-35.07
B914.00 Association Dues	1,300.00	0.00	0.00	1,360.00	265.00	19.49	265.00
B920.00 Reception	300.00	0.00	0.00	300.00	0.00	0.00	0.00
C110.00 Office Supplies	400.00	0.00	0.00	150.00	224.10	149.40	224.10
C125.00 Books/Publications`	100.00	39.98	39.98	300.00	44.97	14.99	4.99

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EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 1200 Administration							
C310.00 Gas & Oil	1,000.00	148.67	14.87	800.00	122.01	15.25	-26.66
Administration							
	136,255.00	32,114.66	23.57	142,700.00	36,616.24	25.66	4,501.58
Dept: 1300 Finance Department							
A100.00 Salaries	204,500.00	46,137.89	22.56	216,000.00	56,218.14	26.03	10,080.25
A400.00 Longevity	303.00	57.85	19.09	0.00	0.00	0.00	-57.85
A600.00 FICA	15,667.00	3,320.01	21.19	16,600.00	3,991.50	24.05	671.49
A700.00 State Unemployment	590.00	150.20	25.46	700.00	0.00	0.00	-150.20
B110.00 Audit	15,000.00	0.00	0.00	20,000.00	2,925.00	14.63	2,925.00
B115.00 Payroll Services	11,850.00	2,819.22	23.79	13,600.00	4,144.17	30.47	1,324.95
B167.00 Software Support & Maintenance	3,990.00	0.00	0.00	4,200.00	0.00	0.00	0.00
B220.00 Postage	5,385.00	321.00	5.96	6,385.00	2,021.00	31.65	1,700.00
B240.00 Travel & Training	1,850.00	251.99	13.62	1,500.00	185.62	12.37	-66.37
B310.00 Notices & Advertising	250.00	170.52	68.21	275.00	124.50	45.27	-46.02
B320.00 Printing	1,750.00	125.04	7.15	2,050.00	84.51	4.12	-40.53
B440.00 Telephone	3,200.00	535.39	16.73	3,100.00	509.24	16.43	-26.15
B542.00 Copier Expenses	1,500.00	251.85	16.79	1,500.00	38.93	2.60	-212.92
B545.00 Computer Repairs & Maint.	2,575.00	439.64	17.07	3,200.00	364.74	11.40	-74.90
B730.00 Workmens Comp	465.00	213.92	46.00	500.00	239.24	47.85	25.32
B780.00 Group Health & Liability	38,000.00	12,432.62	32.72	41,800.00	8,644.32	20.68	-3,788.30
B790.00 Life & Long Term Disability	1,680.00	406.75	24.21	2,000.00	541.48	27.07	134.73
B914.00 Association Dues	595.00	50.00	8.40	780.00	130.00	16.67	80.00
B990.00 Misc.Contract Serv.	340.00	40.00	11.76	240.00	40.00	16.67	0.00
B991.00 Administrative Bank Charges	7,700.00	2,224.75	28.89	7,320.00	1,917.47	26.19	-307.28
B992.00 Admin. Cty Coll PP/Auto	25,000.00	174.61	0.70	25,250.00	106.80	0.42	-67.81
C110.00 Office Supplies	5,850.00	1,953.57	33.39	3,000.00	515.71	17.19	-1,437.86
Finance Department							
	348,040.00	72,076.82	20.71	370,000.00	82,742.37	22.36	10,665.55
Dept: 1400 Municipal Court							
A100.00 Salaries	70,000.00	14,743.32	21.06	65,000.00	17,676.65	27.19	2,933.33
A200.00 Extra Help	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00
A400.00 Longevity	0.00	90.10	0.00	0.00	0.00	0.00	-90.10
A500.00 Overtime	200.00	0.00	0.00	200.00	0.00	0.00	0.00
A600.00 FICA	5,510.00	1,085.29	19.70	5,000.00	1,276.34	25.53	191.05
A700.00 State Unemployment	470.00	51.43	10.94	400.00	35.52	8.88	-15.91
B130.00 Legal Services	0.00	0.00	0.00	0.00	7,527.50	0.00	7,527.50
B135.00 Municipal Court Legal Services	30,000.00	6,622.50	22.08	29,000.00	5,995.00	20.67	-627.50
B190.00 Misc. Professional Services	0.00	0.00	0.00	100.00	0.00	0.00	0.00
B240.00 Travel & Training	2,100.00	0.00	0.00	2,100.00	17.00	0.81	17.00
B310.00 Notices & Advertising	0.00	0.00	0.00	200.00	0.00	0.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 1400 Municipal Court							
B320.00 Printing	100.00	56.05	56.05	100.00	84.52	84.52	28.47
B440.00 Telephone	1,100.00	219.93	19.99	1,100.00	155.12	14.10	-64.81
B540.00 Equipment Repair	120.00	0.00	0.00	0.00	0.00	0.00	0.00
B542.00 Copier Expenses	0.00	2.63	0.00	0.00	77.50	0.00	74.87
B545.00 Computer Repairs & Maint.	1,200.00	779.84	64.99	1,000.00	148.78	14.88	-631.06
B730.00 Workmens Comp	280.00	128.81	46.00	300.00	143.55	47.85	14.74
B780.00 Group Health & Liability	14,625.00	3,507.82	23.99	10,700.00	2,516.17	23.52	-991.65
B790.00 Life & Long Term Disability	415.00	123.96	29.87	500.00	129.04	25.81	5.08
B912.00 Regis Com & Cont	10,500.00	1,505.50	14.34	10,000.00	1,335.50	13.36	-170.00
B914.00 Association Dues	120.00	0.00	0.00	120.00	0.00	0.00	0.00
B917.00 Prisoner Housing Contract	3,950.00	0.00	0.00	2,200.00	0.00	0.00	0.00
C110.00 Office Supplies	2,100.00	193.95	9.24	3,500.00	307.73	8.79	113.78
D320.00 Institutional Equipment	2,300.00	0.00	0.00	0.00	0.00	0.00	0.00
Municipal Court	147,090.00	29,111.13	19.79	133,520.00	37,425.92	28.03	8,314.79
Dept: 1450 City Attorney							
B130.00 Legal Services	100,000.00	35,441.96	35.44	100,000.00	10,985.00	10.99	-24,456.96
City Attorney	100,000.00	35,441.96	35.44	100,000.00	10,985.00	10.99	-24,456.96
Dept: 1500 Research & Information							
B160.00 Public Relations/Publicity Ser	10,000.00	0.00	0.00	5,000.00	1,900.00	38.00	1,900.00
B165.00 Web Site Design/Maintenance	15,000.00	1,545.00	10.30	3,620.00	0.00	0.00	-1,545.00
B167.00 Software Support & Maintenance	1,500.00	1,045.00	69.67	373.00	373.00	100.00	-672.00
B220.00 Postage	4,000.00	225.00	5.63	4,000.00	215.00	5.38	-10.00
B320.00 Printing	9,000.00	2,016.00	22.40	8,520.00	2,062.00	24.20	46.00
B910.00 Codification of Ordinance	4,195.00	0.00	0.00	5,195.00	0.00	0.00	0.00
C110.00 Office Supplies	500.00	35.98	7.20	600.00	0.00	0.00	-35.98
Research & Information	44,195.00	4,866.98	11.01	27,308.00	4,550.00	16.66	-316.98
Dept: 1601 Planning & Zoning							
B240.00 Travel & Training	100.00	0.00	0.00	100.00	0.00	0.00	0.00
B320.00 Printing	250.00	0.00	0.00	250.00	0.00	0.00	0.00
C120.00 Maps & Publications	200.00	0.00	0.00	200.00	0.00	0.00	0.00
Planning & Zoning	550.00	0.00	0.00	550.00	0.00	0.00	0.00
Dept: 1605 Community Affairs/OOTG							
B220.00 Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B310.00 Notices & Advertising	500.00	0.00	0.00	0.00	0.00	0.00	0.00
B320.00 Printing	500.00	1,750.00	350.00	0.00	0.00	0.00	-1,750.00
B620.00 Rental, Linen/Equipment	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 1605 Community Affairs/OOTG							
B810.00 Lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B990.00 Misc.Contract Serv.	11,000.00	13,906.89	126.43	0.00	0.00	0.00	-13,906.89
B995.00 Contracts - Special Events	3,500.00	1,365.00	39.00	31,922.00	1,900.00	5.95	535.00
C250.00 Institutional Supplies	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00
C251.00 Supplies - Special Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C275.00 Signage	1,600.00	1,149.78	71.86	0.00	0.00	0.00	-1,149.78
C430.00 Uniform Accessories	950.00	0.00	0.00	0.00	0.00	0.00	0.00
C470.00 Awards & Gifts	550.00	0.00	0.00	0.00	0.00	0.00	0.00
C490.00 Miscellaneous Commodities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Community Affairs/OOTG	27,200.00	18,171.67	66.81	31,922.00	1,900.00	5.95	-16,271.67
Dept: 1606 Zoning Board Of Adjustment							
B240.00 Travel & Training	75.00	0.00	0.00	50.00	0.00	0.00	0.00
B310.00 Notices & Advertising	350.00	47.56	13.59	300.00	0.00	0.00	-47.56
B990.00 Misc.Contract Serv.	600.00	339.10	56.52	1,000.00	0.00	0.00	-339.10
Zoning Board Of Adjustment	1,025.00	386.66	37.72	1,350.00	0.00	0.00	-386.66
Dept: 1607 Economic Development							
B190.00 Misc. Professional Services	7,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00
B240.00 Travel & Training	250.00	0.00	0.00	250.00	0.00	0.00	0.00
B310.00 Notices & Advertising	350.00	0.00	0.00	200.00	0.00	0.00	0.00
B320.00 Printing	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00
B914.00 Association Dues	80.00	0.00	0.00	80.00	0.00	0.00	0.00
B990.00 Misc.Contract Serv.	4,000.00	15.09	0.38	1,500.00	0.00	0.00	-15.09
C120.00 Maps & Publications	200.00	0.00	0.00	0.00	0.00	0.00	0.00
Economic Development	13,880.00	15.09	0.11	9,030.00	0.00	0.00	-15.09
Dept: 1610 City Hall Redevelopment							
B190.00 Misc. Professional Services	0.00	11,027.40	0.00	0.00	0.00	0.00	-11,027.40
City Hall Redevelopment	0.00	11,027.40	0.00	0.00	0.00	0.00	-11,027.40
Dept: 1612 Old Bonhomme Road Agreement							
D234.00 Old Bonhomme Improv. Project	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Old Bonhomme Road Agreement	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 1800 Elections							
B310.00 Notices & Advertising	60.00	0.00	0.00	60.00	0.00	0.00	0.00
B320.00 Printing	300.00	0.00	0.00	300.00	0.00	0.00	0.00
B990.00 Misc.Contract Serv.	8,650.00	0.00	0.00	8,650.00	0.00	0.00	0.00
Elections	9,010.00	0.00	0.00	9,010.00	0.00	0.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 2000 Rabies Control							
A100.00 Salaries	35,750.00	8,144.25	22.78	38,500.00	9,993.19	25.96	1,848.94
A400.00 Longevity	1,768.00	407.21	23.03	0.00	0.00	0.00	-407.21
A600.00 FICA	2,872.00	595.74	20.74	3,100.00	694.73	22.41	98.99
A700.00 State Unemployment	220.00	0.00	0.00	200.00	0.00	0.00	0.00
A970.00 Clothing Allowance	150.00	0.00	0.00	150.00	0.00	0.00	0.00
B540.00 Equipment Repair	100.00	0.00	0.00	100.00	0.00	0.00	0.00
B551.00 Truck Repair	500.00	0.00	0.00	200.00	1,139.67	569.84	1,139.67
B730.00 Workmens Comp	510.00	234.62	46.00	600.00	287.09	47.85	52.47
B780.00 Group Health & Liability	11,000.00	3,520.20	32.00	10,900.00	2,575.74	23.63	-944.46
B790.00 Life & Long Term Disability	595.00	76.74	12.90	400.00	89.44	22.36	12.70
B990.00 Misc.Contract Serv.	2,500.00	0.00	0.00	3,100.00	0.00	0.00	0.00
C310.00 Gas & Oil	1,500.00	261.37	17.42	1,500.00	223.84	14.92	-37.53
C320.00 Auto Accessories	200.00	0.00	0.00	200.00	24.22	12.11	24.22
C461.00 Animal Licenses	120.00	0.00	0.00	120.00	0.00	0.00	0.00
C490.00 Miscellaneous Commodities	200.00	0.00	0.00	200.00	0.00	0.00	0.00
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Rabies Control	57,985.00	13,240.13	22.83	59,270.00	15,027.92	25.36	1,787.79
Dept: 2500 Fire Department							
A100.00 Salaries	1,431,000.00	333,316.82	23.29	1,472,000.00	391,042.56	26.57	57,725.74
A150.00 Holiday Pay	17,000.00	0.00	0.00	16,000.00	0.00	0.00	0.00
A300.00 Salary Adjustment	9,000.00	1,800.12	20.00	0.00	0.00	0.00	-1,800.12
A400.00 Longevity	39,034.00	7,703.92	19.74	0.00	0.00	0.00	-7,703.92
A500.00 Overtime	25,500.00	15,079.03	59.13	30,000.00	12,472.06	41.57	-2,606.97
A600.00 FICA	114,000.00	26,020.11	22.82	116,500.00	29,439.14	25.27	3,419.03
A700.00 State Unemployment	4,000.00	0.00	0.00	3,800.00	34.31	0.90	34.31
A970.00 Clothing Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B150.00 Medical Expenses	11,830.00	1,430.00	12.09	12,860.00	935.00	7.27	-495.00
B167.00 Software Support & Maintenance	10,980.00	3,175.30	28.92	11,050.00	0.00	0.00	-3,175.30
B190.00 Misc. Professional Services	1,650.00	1,564.00	94.79	1,680.00	0.00	0.00	-1,564.00
B220.00 Postage	100.00	26.48	26.48	100.00	0.00	0.00	-26.48
B240.00 Travel & Training	20,700.00	7,806.88	37.71	22,500.00	2,644.10	11.75	-5,162.78
B245.00 Tuition Reimbursement	1,800.00	0.00	0.00	1,800.00	0.00	0.00	0.00
B310.00 Notices & Advertising	300.00	75.00	25.00	200.00	0.00	0.00	-75.00
B320.00 Printing	1,500.00	86.24	5.75	1,150.00	0.00	0.00	-86.24
B440.00 Telephone	10,175.00	1,766.46	17.36	8,015.00	1,444.05	18.02	-322.41
B510.00 Bldg. Repair & Maintenance	2,000.00	418.00	20.90	1,000.00	471.90	47.19	53.90
B540.00 Equipment Repair	15,000.00	4,906.64	32.71	13,000.00	4.80	0.04	-4,901.84
B542.00 Copier Expenses	975.00	457.51	46.92	900.00	25.64	2.85	-431.87
B545.00 Computer Repairs & Maint.	13,810.00	1,328.04	9.62	11,595.00	1,951.10	16.83	623.06
B550.00 Auto Repair	2,080.00	846.42	40.69	1,880.00	446.33	23.74	-400.09

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 2500 Fire Department							
B551.00 Truck Repair	20,000.00	1,003.45	5.02	20,000.00	49.26	0.25	-954.19
B620.00 Rental, Linen/Equipment	1,000.00	0.00	0.00	1,000.00	115.50	11.55	115.50
B630.00 Radio Repair	1,335.00	0.00	0.00	1,335.00	0.00	0.00	0.00
B730.00 Workmens Comp	100,000.00	46,004.17	46.00	101,800.00	48,709.87	47.85	2,705.70
B780.00 Group Health & Liability	228,056.00	74,017.16	32.46	217,000.00	57,570.20	26.53	-16,446.96
B790.00 Life & Long Term Disability	11,030.00	3,438.38	31.17	11,000.00	3,356.78	30.52	-81.60
B912.00 Regis Com & Cont	1,375.00	292.50	21.27	1,375.00	292.50	21.27	0.00
B914.00 Association Dues	1,960.00	0.00	0.00	2,000.00	400.00	20.00	400.00
B915.00 Contracted Programs	50,335.00	0.00	0.00	58,350.00	21,807.89	37.37	21,807.89
B920.00 Reception	300.00	0.00	0.00	350.00	953.51	272.43	953.51
B970.00 Clothing Allowance	15,350.00	2,310.29	15.05	15,300.00	492.97	3.22	-1,817.32
B980.00 Car Wash	435.00	71.98	16.55	432.00	152.47	35.29	80.49
B990.00 Misc.Contract Serv.	11,000.00	2,257.22	20.52	11,000.00	1,702.82	15.48	-554.40
C110.00 Office Supplies	1,300.00	124.22	9.56	1,300.00	279.85	21.53	155.63
C120.00 Maps & Publications	120.00	0.00	0.00	120.00	0.00	0.00	0.00
C125.00 Books/Publications`	2,200.00	426.50	19.39	3,300.00	1,661.55	50.35	1,235.05
C210.00 Building Maintenance Supplies	250.00	26.17	10.47	250.00	0.00	0.00	-26.17
C250.00 Institutional Supplies	400.00	82.35	20.59	500.00	121.58	24.32	39.23
C310.00 Gas & Oil	18,000.00	3,201.06	17.78	18,000.00	2,558.03	14.21	-643.03
C420.00 Fire Fighting Supplies	10,125.00	3,651.27	36.06	10,125.00	514.81	5.08	-3,136.46
C430.00 Uniform Accessories	340.00	0.00	0.00	340.00	687.80	202.29	687.80
C455.00 Medical Supplies	17,200.00	1,829.05	10.63	17,200.00	2,646.55	15.39	817.50
C470.00 Awards & Gifts	350.00	0.00	0.00	400.00	0.00	0.00	0.00
C490.00 Miscellaneous Commodities	1,500.00	1,500.00	100.00	1,500.00	1,500.00	100.00	0.00
Fire Department	2,226,395.00	548,042.74	24.62	2,220,007.00	586,484.93	26.42	38,442.19
Dept: 2600 Police Department							
A100.00 Salaries	1,563,000.00	349,061.31	22.33	1,665,000.00	412,509.47	24.78	63,448.16
A150.00 Holiday Pay	16,000.00	1,275.00	7.97	16,000.00	2,550.00	15.94	1,275.00
A300.00 Salary Adjustment	13,500.00	2,956.47	21.90	0.00	0.00	0.00	-2,956.47
A400.00 Longevity	72,100.00	15,472.92	21.46	0.00	0.00	0.00	-15,472.92
A500.00 Overtime	23,000.00	-1,171.72	-5.09	23,000.00	6,868.91	29.86	8,040.63
A511.00 Court Appearance	10,000.00	2,031.64	20.32	8,000.00	2,767.45	34.59	735.81
A600.00 FICA	129,622.00	27,823.49	21.47	130,000.00	31,012.53	23.86	3,189.04
A700.00 State Unemployment	4,300.00	222.00	5.16	4,300.00	0.06	0.00	-221.94
B150.00 Medical Expenses	3,485.00	750.00	21.52	4,095.00	0.00	0.00	-750.00
B167.00 Software Support & Maintenance	6,630.00	0.00	0.00	4,630.00	0.00	0.00	0.00
B190.00 Misc. Professional Services	7,110.00	149.99	2.11	12,795.00	30.00	0.23	-119.99
B220.00 Postage	350.00	0.00	0.00	200.00	17.01	8.51	17.01
B240.00 Travel & Training	15,000.00	1,340.97	8.94	16,830.00	5,514.93	32.77	4,173.96

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 2600 Police Department							
B245.00 Tuition Reimbursement	7,200.00	1,725.00	23.96	9,000.00	0.00	0.00	-1,725.00
B310.00 Notices & Advertising	1,000.00	99.25	9.93	600.00	299.00	49.83	199.75
B320.00 Printing	1,235.00	233.51	18.91	1,525.00	0.00	0.00	-233.51
B440.00 Telephone	7,600.00	2,934.06	38.61	9,300.00	1,414.21	15.21	-1,519.85
B510.00 Bldg. Repair & Maintenance	400.00	0.00	0.00	400.00	0.00	0.00	0.00
B540.00 Equipment Repair	2,100.00	0.00	0.00	1,600.00	140.00	8.75	140.00
B542.00 Copier Expenses	1,200.00	383.68	31.97	3,000.00	375.18	12.51	-8.50
B545.00 Computer Repairs & Maint.	12,200.00	1,558.44	12.77	14,170.00	1,450.61	10.24	-107.83
B550.00 Auto Repair	10,000.00	726.61	7.27	10,000.00	2,369.17	23.69	1,642.56
B630.00 Radio Repair	1,000.00	73.00	7.30	1,000.00	8.40	0.84	-64.60
B730.00 Workmens Comp	51,000.00	23,462.13	46.00	52,000.00	24,881.27	47.85	1,419.14
B780.00 Group Health & Liability	282,000.00	90,284.34	32.02	256,000.00	60,192.85	23.51	-30,091.49
B790.00 Life & Long Term Disability	11,920.00	3,753.02	31.49	13,000.00	3,811.13	29.32	58.11
B912.00 Regis Com & Cont	45,000.00	10,038.78	22.31	40,700.00	6,413.86	15.76	-3,624.92
B914.00 Association Dues	1,375.00	75.00	5.45	1,470.00	75.00	5.10	0.00
B915.00 Contracted Programs	100,010.00	0.00	0.00	116,600.00	21,807.89	18.70	21,807.89
B917.00 Prisoner Housing Contract	2,200.00	68.50	3.11	2,820.00	339.76	12.05	271.26
B970.00 Clothing Allowance	13,800.00	1,752.87	12.70	13,800.00	1,100.17	7.97	-652.70
B980.00 Car Wash	1,000.00	174.00	17.40	1,550.00	1,417.00	91.42	1,243.00
B990.00 Misc.Contract Serv.	7,235.00	4,832.00	66.79	7,885.00	4,594.00	58.26	-238.00
C110.00 Office Supplies	4,000.00	174.51	4.36	4,000.00	94.56	2.36	-79.95
C120.00 Maps & Publications	300.00	0.00	0.00	0.00	0.00	0.00	0.00
C125.00 Books/Publications`	200.00	0.00	0.00	0.00	0.00	0.00	0.00
C250.00 Institutional Supplies	1,200.00	0.00	0.00	1,550.00	103.00	6.65	103.00
C255.00 Police Suplies	4,255.00	0.00	0.00	2,397.00	114.00	4.76	114.00
C275.00 Signage	300.00	0.00	0.00	300.00	0.00	0.00	0.00
C310.00 Gas & Oil	46,200.00	6,695.42	14.49	38,300.00	5,379.04	14.04	-1,316.38
C320.00 Auto Accessories	1,400.00	0.00	0.00	400.00	0.00	0.00	0.00
C410.00 Ammunition	5,500.00	0.00	0.00	2,500.00	0.00	0.00	0.00
C430.00 Uniform Accessories	2,180.00	775.00	35.55	2,975.00	7.50	0.25	-767.50
C440.00 Photo Supplies	300.00	0.00	0.00	400.00	0.00	0.00	0.00
T100.03 Transfer to Grants Fund -Match	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Police Department	2,489,407.00	549,731.19	22.08	2,494,092.00	597,657.96	23.96	47,926.77
Dept: 3000 Community Center							
A100.00 Salaries	38,500.00	0.00	0.00	53,500.00	8,832.19	16.51	8,832.19
A200.00 Extra Help	59,570.00	17,385.11	29.18	15,000.00	8,659.50	57.73	-8,725.61
A500.00 Overtime	0.00	0.00	0.00	0.00	744.19	0.00	744.19
A600.00 FICA	7,505.00	966.46	12.88	8,200.00	1,372.05	16.73	405.59
A700.00 State Unemployment	600.00	164.25	27.38	600.00	67.61	11.27	-96.64

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 3000 Community Center							
A970.00 Clothing Allowance	0.00	0.00	0.00	200.00	45.00	22.50	45.00
B150.00 Medical Expenses	200.00	100.00	50.00	100.00	0.00	0.00	-100.00
B190.00 Misc. Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B220.00 Postage	200.00	74.85	37.43	250.00	30.00	12.00	-44.85
B240.00 Travel & Training	150.00	0.00	0.00	100.00	0.00	0.00	0.00
B310.00 Notices & Advertising	500.00	169.36	33.87	200.00	0.00	0.00	-169.36
B320.00 Printing	0.00	30.18	0.00	0.00	107.71	0.00	77.53
B410.00 Electricity	18,000.00	5,982.85	33.24	18,000.00	5,771.77	32.07	-211.08
B420.00 Heating Fuel	9,000.00	227.24	2.52	9,000.00	118.25	1.31	-108.99
B430.00 Water	2,000.00	445.98	22.30	2,000.00	447.26	22.36	1.28
B440.00 Telephone	5,800.00	2,321.30	40.02	6,800.00	1,265.11	18.60	-1,056.19
B450.00 Sewer	1,650.00	331.14	20.07	1,650.00	91.26	5.53	-239.88
B510.00 Bldg. Repair & Maintenance	8,000.00	120.42	1.51	8,350.00	2,760.83	33.06	2,640.41
B540.00 Equipment Repair	700.00	0.00	0.00	700.00	881.61	125.94	881.61
B542.00 Copier Expenses	250.00	1,019.65	407.86	720.00	0.00	0.00	-1,019.65
B545.00 Computer Repairs & Maint.	1,200.00	427.55	35.63	3,100.00	260.37	8.40	-167.18
B620.00 Rental, Linen/Equipment	400.00	27.00	6.75	0.00	30.00	0.00	3.00
B730.00 Workmens Comp	1,300.00	598.05	46.00	1,400.00	669.88	47.85	71.83
B780.00 Group Health & Liability	11,322.00	129.32	1.14	6,000.00	1,321.25	22.02	1,191.93
B790.00 Life & Long Term Disability	290.00	0.00	0.00	1,000.00	80.36	8.04	80.36
B990.00 Misc.Contract Serv.	0.00	0.00	0.00	19,800.00	3,463.50	17.49	3,463.50
C110.00 Office Supplies	0.00	0.00	0.00	100.00	0.00	0.00	0.00
C210.00 Building Maintenance Supplies	9,500.00	886.88	9.34	7,500.00	1,102.55	14.70	215.67
C220.00 Grounds Maintenance Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C230.00 Painting Supplies	1,000.00	0.00	0.00	1,000.00	473.67	47.37	473.67
C240.00 Hard. & Small Tools	500.00	0.00	0.00	250.00	161.09	64.44	161.09
C250.00 Institutional Supplies	900.00	79.41	8.82	2,250.00	2,030.35	90.24	1,950.94
C310.00 Gas & Oil	0.00	0.00	0.00	0.00	187.57	0.00	187.57
C430.00 Uniform Accessories	250.00	0.00	0.00	100.00	0.00	0.00	0.00
C490.00 Miscellaneous Commodities	0.00	69.84	0.00	0.00	0.00	0.00	-69.84
D210.00 Building & Improvements	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
D311.00 Office Equipment	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00
D320.00 Institutional Equipment	1,500.00	375.96	25.06	0.00	0.00	0.00	-375.96
Community Center	187,787.00	31,932.80	17.00	167,870.00	40,974.93	24.41	9,042.13
Dept: 3200 Recreation							
A100.00 Salaries	108,500.00	23,983.18	22.10	106,100.00	28,368.05	26.74	4,384.87
A200.00 Extra Help	61,240.00	25,556.03	41.73	63,812.00	27,716.30	43.43	2,160.27
A400.00 Longevity	547.00	18.90	3.46	0.00	0.00	0.00	-18.90
A500.00 Overtime	0.00	0.00	0.00	0.00	229.50	0.00	229.50

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 3200 Recreation							
A600.00 FICA	13,028.00	3,808.14	29.23	13,200.00	4,241.71	32.13	433.57
A700.00 State Unemployment	1,300.00	346.57	26.66	1,300.00	218.01	16.77	-128.56
A970.00 Clothing Allowance	0.00	0.00	0.00	200.00	45.00	22.50	45.00
B150.00 Medical Expenses	300.00	0.00	0.00	100.00	0.00	0.00	0.00
B167.00 Software Support & Maintenance	4,850.00	0.00	0.00	2,845.00	2,054.00	72.20	2,054.00
B180.00 Supplemental Rent	14,000.00	0.00	0.00	17,000.00	0.00	0.00	0.00
B190.00 Misc. Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B220.00 Postage	3,920.00	0.00	0.00	4,440.00	1,924.15	43.34	1,924.15
B240.00 Travel & Training	1,750.00	41.43	2.37	1,050.00	1,328.00	126.48	1,286.57
B310.00 Notices & Advertising	1,150.00	0.00	0.00	900.00	0.00	0.00	0.00
B320.00 Printing	2,700.00	157.25	5.82	6,100.00	1,388.22	22.76	1,230.97
B440.00 Telephone	3,200.00	621.58	19.42	2,400.00	535.76	22.32	-85.82
B542.00 Copier Expenses	1,100.00	0.00	0.00	2,880.00	0.00	0.00	0.00
B545.00 Computer Repairs & Maint.	3,000.00	299.72	9.99	1,800.00	260.37	14.47	-39.35
B730.00 Workmens Comp	5,770.00	2,654.44	46.00	5,900.00	2,823.07	47.85	168.63
B780.00 Group Health & Liability	17,000.00	3,647.54	21.46	16,500.00	2,575.74	15.61	-1,071.80
B790.00 Life & Long Term Disability	900.00	236.84	26.32	1,000.00	264.80	26.48	27.96
B913.00 Recreation Summer Program	24,600.00	6,683.07	27.17	26,000.00	10,590.52	40.73	3,907.45
B914.00 Association Dues	525.00	0.00	0.00	670.00	300.00	44.78	300.00
B915.00 Contracted Programs	3,500.00	125.00	3.57	11,000.00	419.00	3.81	294.00
B916.00 CARE Report - Youth Ath/Camps	13,000.00	0.00	0.00	13,000.00	646.00	4.97	646.00
B990.00 Misc.Contract Serv.	0.00	0.00	0.00	11,025.00	0.00	0.00	0.00
B995.00 Contracts - Special Events	9,350.00	1,009.40	10.80	10,800.00	8,146.75	75.43	7,137.35
B996.00 Contracts-Adult Prog/Athl/Tour	5,000.00	0.00	0.00	9,500.00	1,872.00	19.71	1,872.00
C110.00 Office Supplies	1,200.00	331.18	27.60	1,000.00	454.45	45.45	123.27
C220.00 Grounds Maintenance Supplies	3,000.00	650.77	21.69	3,750.00	0.00	0.00	-650.77
C250.00 Institutional Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C251.00 Supplies - Special Events	4,000.00	299.79	7.49	2,100.00	195.33	9.30	-104.46
C252.00 Supplies - Youth Prog/Day Camp	5,100.00	471.90	9.25	6,800.00	1,387.03	20.40	915.13
C430.00 Uniform Accessories	26,500.00	0.00	0.00	34,000.00	6,830.32	20.09	6,830.32
C431.00 Shirts - Youth Prog/Day Camps	1,000.00	0.00	0.00	2,850.00	1,489.00	52.25	1,489.00
C471.00 Sports Awards	5,500.00	0.00	0.00	0.00	0.00	0.00	0.00
C472.00 Awards - Special Events	0.00	0.00	0.00	150.00	0.00	0.00	0.00
C473.00 Awards - Adult Prog/Athl?Tourn	250.00	0.00	0.00	400.00	228.25	57.06	228.25
C510.00 Equipment - Youth Athl/Camps	4,250.00	96.80	2.28	1,300.00	420.67	32.36	323.87
C511.00 Equip - Adult Prog/Athl/Tourn	600.00	0.00	0.00	3,400.00	79.90	2.35	79.90
D320.00 Institutional Equipment	7,850.00	5,215.73	66.44	0.00	0.00	0.00	-5,215.73
Recreation	359,480.00	76,255.26	21.21	385,272.00	107,031.90	27.78	30,776.64
Dept: 4010 Planning & Comm Devpmt							

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 4010 Planning & Comm Devpmt							
A100.00 Salaries	264,000.00	57,013.21	21.60	269,500.00	77,803.80	28.87	20,790.59
A200.00 Extra Help	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00
A400.00 Longevity	8,060.00	1,687.10	20.93	0.00	0.00	0.00	-1,687.10
A500.00 Overtime	200.00	0.00	0.00	0.00	0.00	0.00	0.00
A600.00 FICA	21,300.00	4,344.87	20.40	20,700.00	5,335.45	25.78	990.58
A700.00 State Unemployment	1,230.00	102.77	8.36	1,100.00	0.00	0.00	-102.77
A970.00 Clothing Allowance	900.00	225.00	25.00	900.00	225.00	25.00	0.00
B120.00 Architectural & Engineer Svc	3,400.00	0.00	0.00	7,500.00	1,980.00	26.40	1,980.00
B150.00 Medical Expenses	250.00	0.00	0.00	0.00	0.00	0.00	0.00
B220.00 Postage	2,580.00	0.00	0.00	2,695.00	30.00	1.11	30.00
B240.00 Travel & Training	5,100.00	677.85	13.29	7,540.00	1,900.62	25.21	1,222.77
B310.00 Notices & Advertising	750.00	112.12	14.95	500.00	40.60	8.12	-71.52
B320.00 Printing	2,245.00	150.53	6.71	2,245.00	255.51	11.38	104.98
B440.00 Telephone	9,900.00	2,049.12	20.70	9,000.00	1,742.29	19.36	-306.83
B542.00 Copier Expenses	870.00	107.40	12.34	1,220.00	411.09	33.70	303.69
B545.00 Computer Repairs & Maint.	2,750.00	259.84	9.45	2,500.00	213.78	8.55	-46.06
B550.00 Auto Repair	600.00	0.00	0.00	600.00	2,127.48	354.58	2,127.48
B730.00 Workmens Comp	9,400.00	4,324.39	46.00	9,600.00	4,593.47	47.85	269.08
B780.00 Group Health & Liability	41,000.00	10,267.58	25.04	46,200.00	10,819.95	23.42	552.37
B790.00 Life & Long Term Disability	1,750.00	654.10	37.38	3,000.00	676.12	22.54	22.02
B912.00 Regis Com & Cont	14,000.00	1,000.00	7.14	6,000.00	1,000.00	16.67	0.00
B914.00 Association Dues	1,000.00	460.00	46.00	1,245.00	425.00	34.14	-35.00
C110.00 Office Supplies	1,565.00	177.44	11.34	2,800.00	27.87	1.00	-149.57
C120.00 Maps & Publications	345.00	0.00	0.00	345.00	0.00	0.00	0.00
C125.00 Books/Publications`	150.00	0.00	0.00	500.00	0.00	0.00	0.00
C240.00 Hard. & Small Tools	50.00	0.00	0.00	50.00	0.00	0.00	0.00
C310.00 Gas & Oil	4,800.00	549.86	11.46	3,200.00	428.01	13.38	-121.85
C320.00 Auto Accessories	865.00	665.33	76.92	1,065.00	22.59	2.12	-642.74
D311.00 Office Equipment	1,200.00	1,085.00	90.42	0.00	0.00	0.00	-1,085.00
D320.00 Institutional Equipment	1,150.00	0.00	0.00	0.00	0.00	0.00	0.00
Planning & Comm Devpmt	403,410.00	85,913.51	21.30	402,005.00	110,058.63	27.38	24,145.12
Dept: 4050 Refuse Collection							
B830.00 Refuse Collect. Cont.	268,700.00	47,246.06	17.58	289,541.00	47,906.26	16.55	660.20
B835.00 Leaf/Limb Collection	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B993.00 Leaf collection	89,000.00	0.00	0.00	89,000.00	0.00	0.00	0.00
Refuse Collection	357,700.00	47,246.06	13.21	378,541.00	47,906.26	12.66	660.20
Dept: 4061 Municipal Property-General							
A100.00 Salaries	52,810.00	12,115.60	22.94	57,100.00	14,928.43	26.14	2,812.83

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 01 - General Fund							
Expenditures							
Dept: 4061 Municipal Property-General							
A400.00 Longevity	2,641.00	608.30	23.03	0.00	0.00	0.00	-608.30
A500.00 Overtime	100.00	0.00	0.00	0.00	0.00	0.00	0.00
A600.00 FICA	4,252.00	922.84	21.70	4,400.00	1,087.35	24.71	164.51
A700.00 State Unemployment	200.00	-0.02	-0.01	200.00	0.02	0.01	0.04
A970.00 Clothing Allowance	540.00	55.50	10.28	540.00	139.61	25.85	84.11
B410.00 Electricity	26,500.00	7,815.46	29.49	27,000.00	8,893.59	32.94	1,078.13
B420.00 Heating Fuel	7,250.00	302.83	4.18	9,000.00	451.35	5.02	148.52
B430.00 Water	2,250.00	659.72	29.32	2,600.00	628.21	24.16	-31.51
B440.00 Telephone	600.00	172.62	28.77	1,200.00	191.59	15.97	18.97
B450.00 Sewer	2,900.00	626.85	21.62	4,300.00	321.45	7.48	-305.40
B510.00 Bldg. Repair & Maintenance	12,000.00	2,277.25	18.98	9,500.00	3,928.59	41.35	1,651.34
B540.00 Equipment Repair	500.00	0.00	0.00	0.00	0.00	0.00	0.00
B730.00 Workmens Comp	1,685.00	775.17	46.00	1,800.00	861.27	47.85	86.10
B780.00 Group Health & Liability	10,600.00	3,472.48	32.76	10,700.00	2,474.19	23.12	-998.29
B790.00 Life & Long Term Disability	420.00	-111.60	-26.57	500.00	136.16	27.23	247.76
C210.00 Building Maintenance Supplies	5,000.00	1,421.49	28.43	4,750.00	1,350.26	28.43	-71.23
C275.00 Signage	200.00	0.00	0.00	0.00	0.00	0.00	0.00
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Municipal Property-General	130,448.00	31,114.49	23.85	133,590.00	35,392.07	26.49	4,277.58
Dept: 4500 Insurance							
B710.00 False Arrest	60,000.00	29,719.00	49.53	65,000.00	32,582.00	50.13	2,863.00
B715.00 Public Officials Liability	12,000.00	11,109.00	92.58	15,000.00	11,294.00	75.29	185.00
B720.00 Fiduciary Ins	1,000.00	2,783.00	278.30	1,000.00	2,646.00	264.60	-137.00
B760.00 Blanket Liability Policy	26,000.00	23,836.00	91.68	26,000.00	25,107.00	96.57	1,271.00
B780.00 Group Health & Liability	0.00	206,535.38	0.00	0.00	228,519.17	0.00	21,983.79
B780.01 Contra-Group Health /Liability	0.00	-206,535.38	0.00	0.00	-228,519.17	0.00	-21,983.79
B790.00 Life & Long Term Disability	0.00	7,937.93	0.00	0.00	7,736.89	0.00	-201.04
B790.01 Contra-Life & L/T Disability	0.00	-7,937.93	0.00	0.00	-7,736.89	0.00	201.04
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Insurance	99,000.00	67,447.00	68.13	107,000.00	71,629.00	66.94	4,182.00
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Expenditures	7,348,765.00	1,686,750.70	22.95	7,306,957.00	1,820,827.18	24.92	134,076.48
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Grand Total Net Effect:	-7,348,765.00	-1,686,750.70	22.95	-7,306,957.00	-1,820,827.18	24.92	-134,076.48

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 02 - Grants							
Revenues							
Dept: 0000							
0610.00 Grants	2,130,000.00	58,918.76	2.77	1,500,000.00	747,857.32	49.86	688,938.56
0670.05 Transfer From General Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0670.06 Transfer from Cap Imp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 0000	2,130,000.00	58,918.76	2.77	1,500,000.00	747,857.32	49.86	688,938.56
Revenues	2,130,000.00	58,918.76	2.77	1,500,000.00	747,857.32	49.86	688,938.56
Expenditures							
Dept: 2500 Fire Department							
D320.00 Institutional Equipment	0.00	0.00	0.00	60,000.00	57,537.00	95.90	57,537.00
Fire Department	0.00	0.00	0.00	60,000.00	57,537.00	95.90	57,537.00
Dept: 2600 Police Department							
A500.00 Overtime	25,000.00	15,238.76	60.96	24,000.00	5,827.34	24.28	-9,411.42
C250.00 Institutional Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C430.00 Uniform Accessories	0.00	0.00	0.00	0.00	1,450.00	0.00	1,450.00
D320.00 Institutional Equipment	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00
D330.00 Vehicles	0.00	617.66	0.00	0.00	0.00	0.00	-617.66
T100.00 Transfer to General Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Police Department	25,000.00	15,856.42	63.43	29,000.00	7,277.34	25.09	-8,579.08
Dept: 3100 Parks							
C220.03 Tree Maintenance	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00
Parks	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00
Dept: 3110 Capital Improvements							
D225.00 Park Improvements	0.00	0.00	0.00	6,000.00	0.00	0.00	0.00
Capital Improvements	0.00	0.00	0.00	6,000.00	0.00	0.00	0.00
Dept: 4023 Old Bonhomme Improv. Project							
D234.00 Old Bonhomme Improv. Project	2,105,000.00	0.00	0.00	1,400,000.00	639,375.43	45.67	639,375.43
T100.01 Transfer To Capital Impr. Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Old Bonhomme Improv. Project	2,105,000.00	0.00	0.00	1,400,000.00	639,375.43	45.67	639,375.43
Expenditures	2,130,000.00	15,856.42	0.74	1,500,000.00	704,189.77	46.95	688,333.35

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 05 - Capital Projects Fund							
Revenues							
Dept: 0000							
0438.00 Capital Improvement Sales Tax	475,000.00	119,834.94	25.23	490,000.00	135,274.55	27.61	15,439.61
0580.00 Bridge & Road Fund From County	250,000.00	1,852.27	0.74	245,000.00	1,331.80	0.54	-520.47
0670.08 Transfer from Eq Replacement	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00
0670.09 Transfer From Grants Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E300.00 Debt issuance proceeds	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 0000	875,000.00	121,687.21	13.91	885,000.00	136,606.35	15.44	14,919.14
Revenues	875,000.00	121,687.21	13.91	885,000.00	136,606.35	15.44	14,919.14
Expenditures							
Dept: 2500 Fire Department							
D330.00 Vehicles	34,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Fire Department	34,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 2600 Police Department							
D320.00 Institutional Equipment	17,525.00	5,621.11	32.07	12,000.00	0.00	0.00	-5,621.11
D330.00 Vehicles	43,500.00	0.00	0.00	56,500.00	20,125.00	35.62	20,125.00
Police Department	61,025.00	5,621.11	9.21	68,500.00	20,125.00	29.38	14,503.89
Dept: 4020 Street Department							
A100.00 Salaries	255,581.00	50,897.84	19.91	279,000.00	59,425.77	21.30	8,527.93
A200.00 Extra Help	25,000.00	6,293.00	25.17	25,000.00	5,654.28	22.62	-638.72
A400.00 Longevity	5,112.00	947.08	18.53	0.00	0.00	0.00	-947.08
A500.00 Overtime	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00
A600.00 FICA	21,464.00	3,796.67	17.69	21,500.00	4,361.24	20.28	564.57
A700.00 State Unemployment	1,100.00	0.00	0.00	900.00	0.00	0.00	0.00
A970.00 Clothing Allowance	2,220.00	166.50	7.50	2,500.00	418.83	16.75	252.33
B120.00 Architectural & Engineer Svc	5,000.00	0.00	0.00	5,000.00	1,092.50	21.85	1,092.50
B150.00 Medical Expenses	300.00	88.70	29.57	600.00	50.35	8.39	-38.35
B190.00 Misc. Professional Services	500.00	45.00	9.00	1,000.00	0.00	0.00	-45.00
B240.00 Travel & Training	1,750.00	473.39	27.05	2,209.00	175.00	7.92	-298.39
B245.00 Tuition Reimbursement	500.00	0.00	0.00	0.00	0.00	0.00	0.00
B310.00 Notices & Advertising	1,500.00	56.00	3.73	750.00	0.00	0.00	-56.00
B440.00 Telephone	3,950.00	656.51	16.62	3,530.00	516.62	14.64	-139.89
B510.00 Bldg. Repair & Maintenance	0.00	0.00	0.00	0.00	78.75	0.00	78.75
B530.00 Street and ROW Maintenance	18,000.00	0.00	0.00	40,000.00	7,068.49	17.67	7,068.49
B540.00 Equipment Repair	9,500.00	4,294.35	45.20	4,000.00	801.98	20.05	-3,492.37
B545.00 Computer Repairs & Maint.	3,100.00	179.87	5.80	2,014.00	118.88	5.90	-60.99
B551.00 Truck Repair	9,000.00	0.00	0.00	4,000.00	1,113.65	27.84	1,113.65
B620.00 Rental, Linen/Equipment	2,500.00	440.00	17.60	4,000.00	343.50	8.59	-96.50

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 05 - Capital Projects Fund							
Expenditures							
Dept: 4020 Street Department							
B730.00 Workmens Comp	17,500.00	8,050.73	46.00	17,900.00	8,564.90	47.85	514.17
B780.00 Group Health & Liability	46,127.00	10,744.65	23.29	45,500.00	7,253.74	15.94	-3,490.91
B790.00 Life & Long Term Disability	1,600.00	636.34	39.77	2,000.00	576.40	28.82	-59.94
B810.00 Lighting	39,340.00	5,637.57	14.33	35,550.00	5,557.62	15.63	-79.95
B914.00 Association Dues	350.00	0.00	0.00	350.00	0.00	0.00	0.00
C110.00 Office Supplies	0.00	0.00	0.00	385.00	0.00	0.00	0.00
C230.00 Painting Supplies	500.00	0.00	0.00	350.00	0.00	0.00	0.00
C240.00 Hard. & Small Tools	2,500.00	548.38	21.94	3,850.00	1,630.32	42.35	1,081.94
C250.00 Institutional Supplies	1,200.00	93.79	7.82	750.00	0.00	0.00	-93.79
C260.00 Snow Removal Supplies	62,250.00	0.00	0.00	30,630.00	338.00	1.10	338.00
C270.00 Maintenance Materials	15,000.00	6,604.70	44.03	18,000.00	4,666.20	25.92	-1,938.50
C275.00 Signage	1,000.00	202.14	20.21	1,000.00	1,224.48	122.45	1,022.34
C310.00 Gas & Oil	12,270.00	1,441.71	11.75	8,900.00	1,163.66	13.07	-278.05
C320.00 Auto Accessories	3,500.00	97.29	2.78	3,500.00	440.76	12.59	343.47
C490.00 Miscellaneous Commodities	250.00	0.00	0.00	250.00	0.00	0.00	0.00
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Street Department	571,464.00	102,392.21	17.92	566,918.00	112,635.92	19.87	10,243.71
Dept: 4021 Street Dept. Improvements							
D210.00 Building & Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D230.00 Construction	60,000.00	0.00	0.00	128,000.00	0.00	0.00	0.00
D233.00 Dielman Street Reconstruction	0.00	0.00	0.00	54,000.00	0.00	0.00	0.00
D331.00 Trucks	105,000.00	0.00	0.00	0.00	0.00	0.00	0.00
D380.00 Construction Equipment	0.00	0.00	0.00	48,000.00	0.00	0.00	0.00
T100.00 Transfer to General Fund	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00
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Street Dept. Improvements	195,000.00	0.00	0.00	230,000.00	0.00	0.00	0.00
Dept: 4023 Old Bonhomme Improv. Project							
D234.00 Old Bonhomme Improv. Project	0.00	2,988.11	0.00	260,000.00	2,236.42	0.86	-751.69
T100.03 Transfer to Grants Fund -Match	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Old Bonhomme Improv. Project	0.00	2,988.11	0.00	260,000.00	2,236.42	0.86	-751.69
Dept: 4024 N. Price NID Improv. Project							
D237.00 N. Price NID Improv. Project	0.00	0.00	0.00	250,000.00	0.00	0.00	0.00
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N. Price NID Improv. Project	0.00	0.00	0.00	250,000.00	0.00	0.00	0.00
Dept: 4850 Capital Expenses							
E110.00 Bond Principal Payments	43,511.00	38,520.56	88.53	38,521.00	38,520.56	100.00	0.00
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Capital Expenses	43,511.00	38,520.56	88.53	38,521.00	38,520.56	100.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 05 - Capital Projects Fund							
Expenditures	905,000.00	149,521.99	16.52	1,413,939.00	173,517.90	12.27	23,995.91

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 11 - Dielman NID Improvement Dist.							
Revenues							
Dept: 0000							
0415.00 NID Assessments	45,000.00	0.00	0.00	47,000.00	0.00	0.00	0.00
Dept: 0000	45,000.00	0.00	0.00	47,000.00	0.00	0.00	0.00
Revenues	45,000.00	0.00	0.00	47,000.00	0.00	0.00	0.00
Expenditures							
Dept: 4850 Capital Expenses							
E110.00 Bond Principal Payments	35,000.00	0.00	0.00	35,000.00	0.00	0.00	0.00
E210.00 Bond Interest Payments	12,592.00	6,296.25	50.00	12,500.00	6,165.00	49.32	-131.25
E215.00 Fiscal Agent Fees	265.00	0.00	0.00	500.00	0.00	0.00	0.00
Capital Expenses	47,857.00	6,296.25	13.16	48,000.00	6,165.00	12.84	-131.25
Expenditures	47,857.00	6,296.25	13.16	48,000.00	6,165.00	12.84	-131.25

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REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 13 - North Price NID							
Revenues							
Dept: 0000							
E300.00 Debt issuance proceeds	1,943,000.00	0.00	0.00	1,877,221.00	0.00	0.00	0.00
Dept: 0000	1,943,000.00	0.00	0.00	1,877,221.00	0.00	0.00	0.00
Revenues	1,943,000.00	0.00	0.00	1,877,221.00	0.00	0.00	0.00
Expenditures							
Dept: 4024 N. Price NID Improv. Project							
B120.00 Architectural & Engineer Svc	0.00	0.00	0.00	0.00	3,591.15	0.00	3,591.15
B130.00 Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D237.00 N. Price NID Improv. Project	943,000.00	214,508.66	22.75	627,221.00	183,452.73	29.25	-31,055.93
N. Price NID Improv. Project	943,000.00	214,508.66	22.75	627,221.00	187,043.88	29.82	-27,464.78
Dept: 4850 Capital Expenses							
E110.00 Bond Principal Payments	1,000,000.00	0.00	0.00	1,250,000.00	0.00	0.00	0.00
Capital Expenses	1,000,000.00	0.00	0.00	1,250,000.00	0.00	0.00	0.00
Expenditures	1,943,000.00	214,508.66	11.04	1,877,221.00	187,043.88	9.96	-27,464.78

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 15 - Pension Fund							
Revenues							
Dept: 0000							
0401.00 Real Estate Tax-Current	485,000.00	0.00	0.00	490,000.00	0.00	0.00	0.00
0402.00 Real Estate Tax-Prior	4,500.00	2,582.20	57.38	0.00	3,193.29	0.00	611.09
0403.00 Personal Property Tax-Current	66,500.00	0.00	0.00	72,000.00	0.00	0.00	0.00
0404.00 Personal Property Tax-Prior	2,000.00	1,267.46	63.37	0.00	975.71	0.00	-291.75
Dept: 0000	558,000.00	3,849.66	0.69	562,000.00	4,169.00	0.74	319.34
Revenues	558,000.00	3,849.66	0.69	562,000.00	4,169.00	0.74	319.34
Expenditures							
Dept: 8000 Pension Plan							
B190.00 Misc. Professional Services	40,000.00	3,956.00	9.89	41,000.00	0.00	0.00	-3,956.00
B930.00 Pension Plan City	508,000.00	0.00	0.00	521,000.00	0.00	0.00	0.00
Pension Plan	548,000.00	3,956.00	0.72	562,000.00	0.00	0.00	-3,956.00
Expenditures	548,000.00	3,956.00	0.72	562,000.00	0.00	0.00	-3,956.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 20 - Fire Operations Fund							
Revenues							
Dept: 0000							
0440.00 Fire Dept.Operations Sales Tax	280,000.00	70,464.80	25.17	290,000.00	79,596.58	27.45	9,131.78
Dept: 0000	280,000.00	70,464.80	25.17	290,000.00	79,596.58	27.45	9,131.78
Revenues	280,000.00	70,464.80	25.17	290,000.00	79,596.58	27.45	9,131.78
Expenditures							
Dept: 2500 Fire Department							
A100.00 Salaries	175,832.00	40,211.41	22.87	176,000.00	40,031.00	22.74	-180.41
A150.00 Holiday Pay	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00
A300.00 Salary Adjustment	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00
A400.00 Longevity	295.00	0.00	0.00	0.00	0.00	0.00	0.00
A500.00 Overtime	1,000.00	0.00	0.00	3,000.00	0.00	0.00	0.00
A600.00 FICA	13,764.00	2,867.90	20.84	13,800.00	3,016.19	21.86	148.29
A700.00 State Unemployment	1,000.00	382.03	38.20	900.00	303.98	33.78	-78.05
B730.00 Workmens Comp	13,000.00	5,980.54	46.00	13,300.00	6,363.86	47.85	383.32
B780.00 Group Health & Liability	16,900.00	-1,604.24	-9.49	34,800.00	0.00	0.00	1,604.24
B790.00 Life & Long Term Disability	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00
Fire Department	224,591.00	47,837.64	21.30	244,800.00	49,715.03	20.31	1,877.39
Expenditures	224,591.00	47,837.64	21.30	244,800.00	49,715.03	20.31	1,877.39

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 25 - Equipment Replacement Fund							
Expenditures							
Dept: 4021 Street Dept. Improvements							
T100.01 Transfer To Capital Impr. Fund	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00
Street Dept. Improvements	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00
Expenditures	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 26 - Municipal Center-Const. & DS							
Revenues							
Dept: 0000							
0401.00 Real Estate Tax-Current	815,000.00	0.00	0.00	887,000.00	0.00	0.00	0.00
0402.00 Real Estate Tax-Prior	12,500.00	2,134.43	17.08	0.00	4,846.72	0.00	2,712.29
0403.00 Personal Property Tax-Current	112,000.00	0.00	0.00	120,000.00	0.00	0.00	0.00
0404.00 Personal Property Tax-Prior	1,500.00	1,658.81	110.59	0.00	1,557.75	0.00	-101.06
0525.00 Investment Income	51,000.00	-16,702.57	-32.75	60,000.00	-1,469.55	-2.45	15,233.02
Dept: 0000	992,000.00	-12,909.33	-1.30	1,067,000.00	4,934.92	0.46	17,844.25
Revenues	992,000.00	-12,909.33	-1.30	1,067,000.00	4,934.92	0.46	17,844.25
Expenditures							
Dept: 1610 City Hall Redevelopment							
B120.00 Architectural & Engineer Svc	400,000.00	123,403.88	30.85	0.00	35,698.76	0.00	-87,705.12
B130.00 Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B190.00 Misc. Professional Services	0.00	107.51	0.00	0.00	203.35	0.00	95.84
D210.00 Building & Improvements	612,000.00	0.00	0.00	8,100,000.00	1,524,243.56	18.82	1,524,243.56
D565.00 Improvements to Groundbreaking	0.00	148.68	0.00	0.00	0.00	0.00	-148.68
City Hall Redevelopment	1,012,000.00	123,660.07	12.22	8,100,000.00	1,560,145.67	19.26	1,436,485.60
Dept: 1611 New Facility Expenditures							
B992.00 Admin. Cty Coll PP/Auto	0.00	45.40	0.00	0.00	64.31	0.00	18.91
New Facility Expenditures	0.00	45.40	0.00	0.00	64.31	0.00	18.91
Dept: 4850 Capital Expenses							
E110.00 Bond Principal Payments	600,000.00	0.00	0.00	565,000.00	0.00	0.00	0.00
E210.00 Bond Interest Payments	400,000.00	169,767.50	42.44	334,500.00	164,317.50	49.12	-5,450.00
E215.00 Fiscal Agent Fees	0.00	0.00	0.00	500.00	0.00	0.00	0.00
Capital Expenses	1,000,000.00	169,767.50	16.98	900,000.00	164,317.50	18.26	-5,450.00
Expenditures	2,012,000.00	293,472.97	14.59	9,000,000.00	1,724,527.48	19.16	1,431,054.51

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 30 - Local Parks/Storm Water Fund							
Revenues							
Dept: 0000							
0441.00 Parks/Stm Water Sales Tax	562,000.00	140,929.41	25.08	570,000.00	159,206.62	27.93	18,277.21
Dept: 0000	562,000.00	140,929.41	25.08	570,000.00	159,206.62	27.93	18,277.21
Revenues	562,000.00	140,929.41	25.08	570,000.00	159,206.62	27.93	18,277.21
Expenditures							
Dept: 3100 Parks							
A100.00 Salaries	141,374.00	32,327.39	22.87	152,000.00	41,148.91	27.07	8,821.52
A200.00 Extra Help	37,000.00	13,297.05	35.94	39,614.00	7,390.00	18.66	-5,907.05
A400.00 Longevity	10,049.00	2,198.36	21.88	0.00	0.00	0.00	-2,198.36
A500.00 Overtime	2,000.00	682.18	34.11	2,000.00	1,808.55	90.43	1,126.37
A600.00 FICA	14,567.00	2,733.00	18.76	11,800.00	3,642.61	30.87	909.61
A700.00 State Unemployment	1,000.00	40.36	4.04	600.00	57.57	9.60	17.21
A970.00 Clothing Allowance	600.00	0.00	0.00	600.00	225.00	37.50	225.00
B150.00 Medical Expenses	200.00	-37.68	-18.84	250.00	0.00	0.00	37.68
B190.00 Misc. Professional Services	0.00	0.00	0.00	0.00	34.75	0.00	34.75
B240.00 Travel & Training	1,580.00	0.00	0.00	1,827.00	3,380.00	185.00	3,380.00
B310.00 Notices & Advertising	0.00	0.00	0.00	0.00	106.80	0.00	106.80
B320.00 Printing	0.00	24.97	0.00	0.00	0.00	0.00	-24.97
B410.00 Electricity	5,000.00	1,246.73	24.93	5,000.00	1,310.43	26.21	63.70
B420.00 Heating Fuel	1,200.00	43.50	3.63	900.00	38.56	4.28	-4.94
B430.00 Water	5,000.00	1,009.57	20.19	4,000.00	926.85	23.17	-82.72
B440.00 Telephone	5,255.00	768.04	14.62	4,900.00	614.36	12.54	-153.68
B450.00 Sewer	3,500.00	412.15	11.78	3,000.00	166.02	5.53	-246.13
B510.00 Bldg. Repair & Maintenance	8,000.00	2,927.18	36.59	8,000.00	65.00	0.81	-2,862.18
B520.00 Grounds Maintenance	49,500.00	9,420.00	19.03	37,180.00	8,450.00	22.73	-970.00
B540.00 Equipment Repair	7,250.00	276.22	3.81	4,200.00	218.26	5.20	-57.96
B545.00 Computer Repairs & Maint.	0.00	119.92	0.00	0.00	74.39	0.00	-45.53
B551.00 Truck Repair	3,000.00	109.22	3.64	3,000.00	800.79	26.69	691.57
B620.00 Rental, Linen/Equipment	3,300.00	348.76	10.57	3,000.00	0.00	0.00	-348.76
B730.00 Workmens Comp	5,000.00	2,300.21	46.00	5,100.00	2,440.28	47.85	140.07
B780.00 Group Health & Liability	31,000.00	10,466.52	33.76	31,000.00	7,273.99	23.46	-3,192.53
B790.00 Life & Long Term Disability	1,050.00	367.30	34.98	2,000.00	396.72	19.84	29.42
B914.00 Association Dues	780.00	0.00	0.00	940.00	300.00	31.91	300.00
B990.00 Misc.Contract Serv.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C110.00 Office Supplies	100.00	0.00	0.00	0.00	0.00	0.00	0.00
C210.00 Building Maintenance Supplies	1,000.00	797.22	79.72	2,000.00	220.77	11.04	-576.45
C220.00 Grounds Maintenance Supplies	8,000.00	1,834.38	22.93	9,000.00	391.00	4.34	-1,443.38
C220.01 Annual Beautification	9,500.00	0.00	0.00	11,000.00	1,705.68	15.51	1,705.68

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 30 - Local Parks/Storm Water Fund							
Expenditures							
Dept: 3100 Parks							
C220.02 Turf Management	6,500.00	399.80	6.15	9,000.00	0.00	0.00	-399.80
C220.03 Tree Maintenance	16,000.00	7,000.00	43.75	6,500.00	1,450.00	22.31	-5,550.00
C230.00 Painting Supplies	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00
C240.00 Hard. & Small Tools	1,400.00	1,018.97	72.78	1,550.00	59.77	3.86	-959.20
C250.00 Institutional Supplies	2,000.00	215.05	10.75	2,000.00	559.25	27.96	344.20
C275.00 Signage	2,500.00	0.00	0.00	4,500.00	0.00	0.00	0.00
C310.00 Gas & Oil	6,000.00	1,667.29	27.79	8,300.00	1,126.50	13.57	-540.79
C320.00 Auto Accessories	200.00	53.85	26.93	200.00	0.00	0.00	-53.85
D210.00 Building & Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T100.00 Transfer to General Fund	74,900.00	0.00	0.00	45,000.00	0.00	0.00	0.00
Parks	467,305.00	94,067.51	20.13	421,961.00	86,382.81	20.47	-7,684.70
Dept: 3110 Capital Improvements							
D210.00 Building & Improvements	0.00	0.00	0.00	225,000.00	0.00	0.00	0.00
D225.00 Park Improvements	17,225.00	0.00	0.00	20,000.00	0.00	0.00	0.00
D230.00 Construction	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00
D310.00 Recreation Equipment	0.00	1,362.30	0.00	0.00	0.00	0.00	-1,362.30
D331.00 Trucks	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00
D380.00 Construction Equipment	7,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Improvements	144,225.00	1,362.30	0.94	245,000.00	0.00	0.00	-1,362.30
Expenditures	611,530.00	95,429.81	15.61	666,961.00	86,382.81	12.95	-9,047.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 35 - Escrow Trust Fund							
Revenues							
Dept: 0000							
0575.00 Miscellaneous Revenue	480.00	124.37	25.91	500.00	109.22	21.84	-15.15
Dept: 0000	480.00	124.37	25.91	500.00	109.22	21.84	-15.15
Revenues	480.00	124.37	25.91	500.00	109.22	21.84	-15.15
Expenditures							
Dept: 3535 Escrow expenses							
T100.00 Transfer to General Fund	480.00	0.00	0.00	500.00	0.00	0.00	0.00
Escrow expenses	480.00	0.00	0.00	500.00	0.00	0.00	0.00
Expenditures	480.00	0.00	0.00	500.00	0.00	0.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

OLIVETTE

7/1/2016 to 9/30/2016 CY ATD: 7/1/2016 to 6/30/2017 PY YTD:
7/1/2015 to 9/30/2015 PY ATD: 7/1/2015 to 6/30/2016

	PY Amended Annual Budget	PY YTD Actual	Previous Year % of Budget	CY Amended Annual Budget	CY YTD Actual	Current Year % of Budget	Yr-Over-Yr YTD Variance
Fund: 40 - Sewer Lateral Fund							
Revenues							
Dept: 0000							
0525.00 Investment Income	720.00	213.26	29.62	1,000.00	717.48	71.75	504.22
0570.00 Sewer Lateral Fees	135,000.00	2,100.00	1.56	135,000.00	1,000.00	0.74	-1,100.00
Dept: 0000	135,720.00	2,313.26	1.70	136,000.00	1,717.48	1.26	-595.78
Revenues	135,720.00	2,313.26	1.70	136,000.00	1,717.48	1.26	-595.78
Expenditures							
Dept: 4040 Sewer Improvements							
B992.01 Admin Co. Coll-Sewer Lat Fees	1,336.00	21.00	1.57	1,340.00	10.00	0.75	-11.00
D236.00 Sewer Lateral Improvements	75,000.00	20,107.80	26.81	75,000.00	22,398.00	29.86	2,290.20
T100.00 Transfer to General Fund	28,000.00	0.00	0.00	28,000.00	0.00	0.00	0.00
Sewer Improvements	104,336.00	20,128.80	19.29	104,340.00	22,408.00	21.48	2,279.20
Expenditures	104,336.00	20,128.80	19.29	104,340.00	22,408.00	21.48	2,279.20
Grand Total Net Effect:	-1,005,594.00	-461,630.40	45.91	-8,633,040.00	-1,819,752.38	21.08	-1,358,121.98

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

Quarterly Investment Report – Operational Funds

Description:

Please find attached a summary statement provided by FTN Financial who facilitates the purchase of investments for our operational funds.

Since the last report in July that covered the quarter ending June 30, 2016 there have been 3 CD maturities in the general fund holdings and 1 CD maturity with the sewer lateral fund. The last maturity at the end of September was reinvested for another year in the general fund activities with a .05% yield improvement to .75%. Major projects led to uncertainty of timing of cash needs and no reinvestment until recently. Now much of the uncertainty has been alleviated and property tax collection will begin soon so reinvestments are resuming.

Portfolio Wght Avg Yield to Maturity=.64% vs .66% 1 yr T-Bill Rate(10/7/16)

Recommended Action:

None required –Investment Policy requirement

Attachments:

1. Operational Funds Summary and June FTN Statements

Funding Request:

None

Submitted by:

Darren Mann, CPA
DEPARTMENT HEAD



FTN Financial Sept 2016 Statement

Institution Name	FDIC #	Purchase Date	Maturity Date	Cost	Anticipated Interest Earned	Yield
		Missing Rung of Ladder		July		
		Missing Rung of Ladder		August		
General Fund	CIT Bank (fka OneWest)	58978	9/26/2016	9/26/2017	\$ 248,138.98	\$ 1,861.02 0.75
General Fund	Stearns Bank NA	10988	10/26/2015	10/24/2016	\$ 248,759.63	\$ 1,240.37 0.50
General Fund	Enerbank USA	57293	11/18/2015	11/18/2016	\$ 248,877.00	\$ 1,123.00 0.45
General Fund	First Advantage Bank	30698	12/10/2015	12/5/2016	\$ 248,281.10	\$ 1,718.90 0.70
General Fund	Kirkwood Bank of NV	58806	1/11/2016	1/11/2017	\$ 248,257.45	\$ 1,742.55 0.70
General Fund	Merrick Bank	34519	2/18/2016	2/17/2017	\$ 248,262.18	\$ 1,737.84 0.70
General Fund	Freedom Bank of Virginia	57184	3/7/2016	3/1/2017	\$ 148,901.60	\$ 1,116.76 0.75
General Fund	Community West Bank	34775	4/29/2016	4/26/2017	\$ 248,521.15	\$ 1,491.13 0.60
		Missing Rung of Ladder		May		
		Missing Rung of Ladder		June		

01-0000-0013 \$ 1,887,999.09 \$ 12,031.56

Institution Name	CUSIP/FDIC	Purchase Date	Maturity Date	Cost	Anticipated Interest Earned	Yield
Sewer Lateral	FNMA	3136G3QZ1	5/27/2016	5/30/2019	\$ 100,000.00	\$ 625.00 1.25
				40-0000-0013.30	\$ 100,000.00	

Total Operational Account Investments \$ 1,987,999.09

Safekeeping Statement \$ 100,000.00
 Holdings Statement \$ 1,887,999.09
\$ 1,987,999.09



FTN Financial Sept 2016 Statement

Maturities:

	Institution Name	FDIC #	Maturity Date	Maturity Amt	Cost	Realized Int
General Fund	TAB Bank	34781	7/18/2016	\$ 250,000.00	\$ 248,625.08	\$ 1,374.92
General Fund	Financial Federal Savings	31840	8/19/2016	\$ 250,000.00	\$ 248,533.33	\$ 1,466.67
Sewer Lateral	Freedom Bank of Virginia	57184	8/29/2016	\$ 100,000.00	\$ 99,453.96	\$ 546.04
General Fund	CIT Bank (fka OneWest)	58978	9/26/2016	\$ 250,000.00	\$ 248,248.00	\$ 1,752.00
Total CD Interest Earned FY17						<u>\$ 5,139.63</u>



DIVIDEND ACCRUAL

STATEMENT DATE
September 2016

City of Olivette
Attn: Darren Mann
9473 Olive Boulevard
Olivette, MO 63132

Account Executive Information
Taylor Parthenais
FTN Financial CD Exchange
845 Crossover Lane
Suite 150
Memphis, TN 38117
(901)435-8168

Description	CUSIP	Quantity	Maturity Date	Total Accrued Value thru September	September Accrual
CIT Bank, NA (prev. OneWest Bank, NA) Pasadena, CA CD/FDIC #58978 0.70% Simple Yield / BOT (09/24/2015)	248,248.00 1051070A5	250,000.00	09/26/2016	250,000.00	119.02
CIT Bank, NA (prev. OneWest Bank, NA) Pasadena, CA CD/FDIC #58978 0.75% Simple Yield / BOT (09/26/2016)	248,138.98 1051854A7	250,000.00	09/26/2017	248,164.47	25.49
Community West Bank, National Association Goleta, CA CD/FDIC #27572 0.60% Simple Yield / BOT (04/29/2016)	248,521.15 1051529A2	250,000.00	04/26/2017	249,154.36	122.56
EnerBank USA Salt Lake City, UT CD/FDIC #57293 0.45% Simple Yield / BOT (11/18/2015)	248,877.00 1051182A0	250,000.00	11/18/2016	249,852.72	92.05
First Advantage Bank Clarksville, TN CD/FDIC #30698 0.70% Simple Yield / BOT (12/10/2015)	248,281.10 1051205A3	250,000.00	12/05/2016	249,690.50	142.84
Freedom Bank of Virginia Vienna, VA CD/FDIC #57184 0.75% Simple Yield / BOT (03/07/2016)	148,901.60 1051403A3	150,000.00	03/01/2017	149,538.00	91.79
Kirkwood Bank of Nevada Las Vegas, NV CD/FDIC #58806 0.70% Simple Yield / BOT (01/11/2016)	248,257.45 1051257A0	250,000.00	01/11/2017	249,514.37	142.83
Merrick Bank South Jordan, UT CD/FDIC #34519 0.70% Simple Yield / BOT (02/18/2016)	248,262.18 1051368A6	250,000.00	02/17/2017	249,338.20	142.83

FTN Financial Group | 17015 North Scottsdale Road, Suite 220, Scottsdale, AZ 85255 | 800.506.7840 | www.ftnfinancial.com

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DIVIDEND ACCRUAL

STATEMENT DATE
September 2016

City of Olivette
 Attn: Darren Mann
 9473 Olive Boulevard
 Olivette, MO 63132

Account Executive Information
 Taylor Parthenais
 FTN Financial CD Exchange
 845 Crossover Lane
 Suite 150
 Memphis, TN 38117
 (901)435-8168

Description	CUSIP	Quantity	Maturity Date	Total Accrued Value thru September	September Accrual
Stearns Bank National Association Saint Cloud, MN CD/FDIC # 10988 0.50% Simple Yield / BOT (10/26/2015)	248,759.63 1051140A1	250,000.00	10/24/2016	249,921.62	102.23
Totals				1,895,174.24	
Weighted Average Yield	1,887,999.09 0.64	1,900,000.00		Total Discounted	981.64

FTN Financial Group | 17015 North Scottsdale Road, Suite 220, Scottsdale, AZ 85255 | 800.506.7840 | www.ftnfinancial.com

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SAFEKEEPING STATEMENT OF ASSETS

FIRST TENNESSEE BANK NATL ASSN
CUSTODIAN FOR CITY OF OLIVETTE
MO

<u>ASSET</u>	<u>PAR/SHARES</u>	<u>ORIGINAL FACE</u>	<u>SECURITY DESCRIPTION</u>
313663QZ1	100,000.000		FNMA 1.250% DTD 05/27/16 DUE 05/30/19 313663QZ1
TOTAL ACCOUNT	100,000.000		



CITY COUNCIL AGENDA SUBMISSION

Agenda Item:

Hearing from Citizens

Description:

Olivette citizens and businesses express concerns, discuss issues, and make requests of the City Council's assistance in getting matters resolved.

The Mayor and City Council would like to remind the audience of the following:

1. The purpose is to hear your concerns, issues, and questions.
2. Cards submitted after the beginning of 1st "Hearing from Citizens" will not be called until the 2nd "Hearing from Citizens".
3. The Chair has discretion to allow individuals to speak without previously submitting a card; however, those individuals will also need to complete a card.
4. Personal attacks of Council Member, Staff, and/or individuals are not permissible.
5. Any question should be directed to the Chair and only the Chair.
6. Questions concerning agenda items may be addressed by Council or staff at the time the agenda item is discussed.
7. Questions that are not pertaining to agenda items may receive an answer by the method of your choice; indicated at the bottom of the submittal cards.
8. Profanity is not allowed.
9. Campaigning and electioneering are not permitted.

"Hearing from Citizens" is not intended to be an open discussion. It is intended to provide an opportunity for citizens to be heard at official meetings.

When called, please step to the podium; state your name and your address before addressing your subject matter.

Each person has up to three (3) minutes to speak. Should your time elapse, you are welcome to continue at the second hearing from citizen's session again, for up to 3 minutes.



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

BILL 2822 – AN ORDINANCE TO AMEND A CERTAIN SECTION OF PERSONNEL ORDINANCES AND REGULATIONS CONCERNING TRAVEL RELATED REIMBURSEMENTS.

Description:

The Council is asked to hold first reading of an ordinance that amends Section 2.10 Travel and Travel Related Reimbursement of the 2015 City of Olivette Personnel and Rules and Regulations.

As currently written, reimbursement for meals during travel is done based solely on the per diem rates established by the U.S. General Services Administration. The proposed language would reimburse for meals and incidentals based on itemized receipts up to the maximum allowable per diem meal rates published by the U.S. GSA.

Finance Director Darren Mann is in favor of this change.

Recommended Action:

First Reading

Attachments:

Ordinance

Funding Request: N/A

Submitted by:

Barbara Sondag
CITY MANAGER

BILL NO. 2822

ORDINANCE NO.

**AN ORDINANCE TO AMEND A CERTAIN SECTION OF PERSONNEL
ORDINANCES AND REGULATIONS**

WHEREAS, Section 4.5 (a) of the Olivette City Charter requires the adoption of a comprehensive personnel code for the City of Olivette by the City Council, and

WHEREAS, Article I of Chapter 130 of the Code of Ordinances of the City of Olivette contains the current personnel code of the City of Olivette, and

WHEREAS, on November 10, 2015 the City of Olivette adopted a certain Employee Handbook to outline personnel rules and regulations for City employees, and

WHEREAS, on June 28, 2016 the City Council of the City of Olivette adopted an amendment to the Employee Handbook.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OLIVETTE, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS

SECTION 1. Section 2.10 Travel and Travel Related Reimbursement shall be amended to require itemized receipts for all expenses related to employee travel.

SECTION 2. BE IT FURTHER ORDAINED THAT the 2015 City of Olivette Personnel and Rules and Regulations as amended is hereby adopted by reference. Said 2015 City of Olivette Personnel and Rules and Regulations is attached as Exhibit A to this ordinance and shall be made a part of this ordinance as if fully set out herein.

SECTION 3. BE IT FURTHER ORDAINED THAT said adoption of the 2015 City of Olivette Personnel and Rules and Regulations shall be codified as Section 130.010 of Article I of Chapter 130 of the Code of Ordinances of the City of Olivette.

SECTION 4. BE IT FURTHER ORDAINED THAT any other personnel rule, regulation, policy, or ordinance in conflict with the provisions of the 2015 City of Olivette Personnel and Rules and Regulations is hereby repealed to the extent of the conflict.

SECTION 5. BE IT FURTHER ORDAINED THAT amendments to the provisions of the 2015 City of Olivette Personnel and Rules and Regulations shall be accomplished by an amending ordinance.

SECTION 6. BE IT FURTHER ORDAINED THAT this ordinance shall become effective from and after its adoption according to law.

PASSED THIS 8TH DAY OF November, 2016

MAYOR RUTH SPRINGER

ATTEST:

CITY CLERK MYRA G. BENNETT

2.10 TRAVEL AND TRAVEL RELATED REIMBURSEMENT

It is the City's policy to pay for or reimburse all reasonable and necessary expenses incurred by an employee when traveling on City related business in accordance with this policy, except for meals and incidental expenses (M & IE). Meals and Incidental Expenses shall only be paid on a per diem basis and in accordance with the rates established by the U.S. General Services Administration for the current fiscal year (www.gsa.gov). If neither the city nor the county is listed, then the standard CONUS destination rate will apply. **Itemized receipts are required for all expenses and must include an itemized copy from the vendor, except for meals and incidental expenses. Receipts must be an itemized copy from the vendor and not just the credit slip or balance due. Credit slips or balance due statements will not be acceptable as providing the necessary level of itemization.** Employees should use the most economical means of travel available when expending City funds.

Request to Travel. When an employee travels on behalf of the City, a Travel Request Form must be completed by the employee and submitted for approval to the Department Head and then by the City Manager; Department Heads must obtain approval for their own travel from the City Manager. The travel request must be submitted as soon as the need for travel is known. All travel on behalf of the City must be approved prior to any expenses being incurred.

Request for Advance Funds. Department Heads are typically provided with a City issued purchasing card to pay for expenses associated with City travel. In instances where a purchasing card is not made available, an employee needing an advance of funds must, except under emergency circumstances, complete and submit a written request to the Finance Department for an advance of funds at least ten business days before the advance is needed. All advancement of fund requests and deviations from the above policy must be approved by the City Manager.

Employee Expense Report Form. An Employee Expense Report must be completed for all travel. The form must include the purpose of the trip, the destination (city and state), and the departure/return dates and times. All receipts and supporting documents must be attached to the Employee Expense Report. Receipts should be affixed in date order and attached to the Employee Expense Report, and then forwarded to Accounts Payable after being reviewed and signed by the Department Head.

Approving Authority. All travel and meeting documents, requests for travel, requests for advance of funds, and requests for reimbursements (with supporting receipts), must be approved as follows:

- (A) The Department Head shall be responsible for approving their employees' travel. The City Manager is the final approving authority for a Department Head's travel.

- (B) All travel documents must be submitted to the employee's Department Head or the City Manager, as applicable.
- (C) All spouse and/or family member's travel expenses must be paid by the employee.
- (D) Only the actual cost of reasonable and necessary business related expenses incurred by the employee on behalf of the City will be reimbursed.

Transportation. The City has the option of requiring that travel be made in a City-owned vehicle. When a City vehicle is not furnished, the City will reimburse the employee at the current allowable IRS reimbursement rate per mile or the cost of a round-trip coach/economy airline ticket, whichever is appropriate, plus other stated costs (*i.e.*, parking at airport and ground transportation at destination). A receipt(s) is required for reimbursement. Employees receiving a vehicle allowance are not eligible for mileage reimbursement.

Hotel/Motel Reimbursement. Employees will be reimbursed for the actual cost of lodging in a hotel/motel that is appropriate for the particular meeting or purpose of the trip. A receipt(s) is required for reimbursement. The room rate must be pre-approved by the employee's Department Head, or in the case of a Department Head, approved by the City Manager. Overnight stays will only be authorized for travel to destinations in excess of 60 miles from the City, unless otherwise approved in writing by the Department Head or City Manager.

Meal Reimbursement. The City of Olivette will reimburse employees for meals and incidentals up to the ~~provides a~~ the maximum allowable per diem meal rates for meals and incidental expenses. The per diem rate is the rate published by the U.S. General Services Administration for the current fiscal year (<http://www.gsa.gov/portal/category/100120>).

Use of Personal Vehicle. All employees are eligible for the reimbursement of the use of a personal vehicle for City related business as follows:

- (1) The use of a personal vehicle must be approved in writing by the employee's supervisor in order to be eligible for reimbursement, and when possible, such request should be obtained before the use of the personal vehicle is required; and
- (2) An employee is not entitled to the use of their personal vehicle for the conduct of City business, and the City may require the use of a City owned vehicle if available; and
- (3) If authorized, an employee may be reimbursed at the current IRS mileage

reimbursement rate in effect at the time the personal vehicle was used for City business.

- a. Employees who regularly receive mileage reimbursements are required to submit their mileage for reimbursement on a monthly basis.
 - b. Employees who do not regularly receive mileage reimbursements may submit their mileage for reimbursement as it occurs.
 - c. Regardless of the submittal frequency, all mileage reimbursement for the use of a personal vehicle for City business must be submitted within thirty (30) days of the actual use, or the mileage will not be reimbursable. In the event of an extraordinary event prohibiting the submittal of mileage for reimbursement, City Manager approval is required.
- (4) Depending on the needs of the organization and for fiscal considerations as determined by the City Manager, the City Manager may suspend the reimbursement of mileage for certain employees, or all employees as business needs may dictate.
- (5) Employees receiving a vehicle allowance are not eligible for mileage reimbursement.

Compliance. Abuse of this policy, including falsifying expense reports or submitting false claims, will result in disciplinary action, up to and including termination of employment.



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH EMS MANAGEMENT & CONSULTANTS, INC. FOR AMBULANCE BILLING SERVICES AND WITH ESO SOLUTIONS, INC. FOR AN ELECTRONIC PATIENT CARE REPORTING SYSTEM

Description:

A request for proposals for Ambulance Billing Service and electronic Patient Care Reporting (ePCR) software was published on July 29th and 3 responses were received by the August 12, 2016 bid opening deadline. See the attached memo and additional information on responders.

Recommended Action:

Motion to approve Resolution 2016-120: A Resolution Authorizing the City Manager to enter into an Agreement with EMS Management & Consultants, Inc. For Ambulance Billing Services and with ESO Solutions, Inc. for an Electronic Patient Care Reporting System

Attachments:

1. Ambulance Billing and ePCR Memo
2. Resolution 2016-120
3. Bidding Tabulation Sheet
4. Ambulance Billing and ePCR RFP
5. Agreements

Funding Request:

None

Submitted by:

Scott Avery

Fire Chief



Memorandum

To: City Council
From: Scott Avery, Fire Chief
Subject: Selection of Ambulance Billing Services and electronic Patient Care Reporting software
Date: October 25, 2016

The City of Olivette issued a Request for Proposals (RFP) for the selection of a vendor to supply Ambulance Billing Services and electronic Patient Care Reporting (ePCR) software. The ePCR is used by the paramedics to enter patient information and transmit that information to the receiving hospital, and a secure server that maintains our patient records. The department is currently using McKesson for Ambulance Billing and ImageTrend for our ePCR.

The RFP was published on the City website with several known vendors notified of the opportunity to bid. The City received responses from three vendors: (listed in order received)

Ambulance Billing	ePCR	Billing	Amount
Proclaims	ImageTrend	6.5% net collections	Year 1 - \$11,738 Year 2+ - \$6,738
EMS MC	ESO Solutions	7.25% net collections	Included
McKesson	ESO Solutions	10.95 net collections	Included

The responses were evaluated by Fire Department personnel based on the criteria and requirements set forth in the RFP to arrive at a recommendation to accept the bid from EMS|MC to provide Ambulance Billing and ePCR from ESO Solutions.

RESOLUTION NO. 2016-120

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH EMS MANAGEMENT & CONSULTANTS, INC. FOR AMBULANCE BILLING SERVICES AND WITH ESO SOLUTIONS, INC. FOR AN ELECTRONIC PATIENT CARE REPORTING SYSTEM

WHEREAS, the City of Olivette Fire Department requires ambulance billing services, including an electronic patient care reporting system, for its delivery of emergency medical services; and

WHEREAS, bids were solicited for the provision of these services and three bids were received;

WHEREAS, the Olivette Fire Department has reviewed the bids and has recommended EMS Management & Consultants, Inc. (“EMS”) for the provision of billing services;

WHEREAS, the engagement of EMS also requires that the City enter into an agreement with ESO Solutions, Inc. (“ESO”) for a corresponding electronic patient care reporting system; and

WHEREAS, the engagement of EMS further requires that the City enter into a Business Associate Agreement with EMS for compliance with the federal law known as the Health Insurance Portability and Accountability Act;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OLIVETTE, MISSOURI AS FOLLOWS:

The City Manager is hereby authorized to enter into the following agreements:

- A. A “Billing Services Agreement” with EMS for ambulance billing services, at a monthly compensation of 7.5% of net collections and for an initial period of three years with two optional one-year extensions, at the discretion of the City, in substantial conformity with the terms and conditions provided in the attached Exhibit A, incorporated by reference. The monthly compensation to EMS includes all compensation due to ESO, and EMS is solely responsible for the payment of compensation to ESO.
- B. A “Subscription Agreement” with ESO for the provision of the corresponding electronic patient care reporting system and providing electronic Patient Care Reporting (ePCR) through ESO Solutions, Inc. in substantial conformity with the terms and conditions provided in the attached Exhibit B, incorporated by reference.
- C. A “Business Associate Agreement” with EMS for compliance with the federal law known as the Health Insurance Portability and Accountability Act, in substantial conformity with the terms and conditions provided in the attached Exhibit C, incorporated by reference.

D. A “Business Associate Agreement” with ESO for compliance with the federal law known as the Health Insurance Portability and Accountability Act, in substantial conformity with the terms and conditions provided in the attached Exhibit D, incorporated by reference.

This resolution shall be in full force and effect from and after its passage.

Passed this __ day of _____, 2016.

Mayor Ruth Springer

ATTEST:

Myra G. Bennett, CMC/MPCC
City Clerk
City of Olivette

Bid Opening -- August 12, 2016
EMS Billing

Company Name	Conforming	Billing	ePCR
ProClaims	YES	6.50%	6.5% of Billings AND Yr1 \$11,738 After Yr 1 \$6,738
EMC/MC	YES	4.25% Billing Only 7.5% Billing including ePCR	4.25% of Billings AND Yr1 \$8,421.71 After Yr 1 \$5,176.04
McKesson	YES	10.95%	NULL

City of Olivette
Request for Proposal
Ambulance Billing Services/Electronic Patient Care Reporting
July 29, 2016

General Information

The City of Olivette (City) is requesting proposals from qualified firms or individuals (Responder) for ***Ambulance Billing Service*** (Part A) and ***Electronic Patient Care Reporting*** (Part B). Respondents must submit a proposal for ***Ambulance Billing Service*** and ***Electronic Patient Care Reporting***.

There is no expressed or implied obligation of the City to reimburse responding applicants for any expenses incurred in preparing proposals in response to this request.

Background Information

The City of Olivette is located in St. Louis County, Missouri and has a population of 7,737 as of 2010. The City has one ALS ambulance that runs approximately 800 calls per year. The ambulance covers the City of Olivette, a small contract area referred to as Elmwood with a population of approximately 400, and mutual aid to the surrounding communities. In 2015 the department ran 805 calls and transported 509 patients to area hospitals.

Ambulance billing for the City of Olivette is currently outsourced.

The current billing rates are:

BLS - \$ 734.31
ALS1 - \$ 838.77
ALS2 - \$1,048.72
Mileage - \$11.53/mile

The approximate amount billed in FY2016 was \$425,775

The approximate amount collected in FY2016 was \$159,972

The approximate payer mix is:

Medicare: 43.8%
Medicaid: 8.7%
Private Insurance: 24.1%
Private Pay: 23.4%

Scope of Services

The City of Olivette is seeking Proposals from qualified firms to provide Ambulance Billing Services and Electronic Patient Care Reporting in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP). The City of Olivette, MO will award contracts for a firm to provide all services necessary to receive and process patient billing and Electronic Patient Care Reporting for the Olivette Fire Department.

The term of the contract resulting from this RFP shall be for an initial period of three (3) years with two (2) optional one year extensions at the discretion of the City of Olivette, MO.

City of Olivette
Request for Proposal
Ambulance Billing Services/Electronic Patient Care Reporting
July 29, 2016

Specifications for Proposal

All Responding firms must provide detailed responses for each of the requirements and /or questions listed in part A & B of this RFP. Responding firms are expected to individually address each item in Part A & B with a response clearly indicating which requirement is being addressed including 1.) an affirmative or negative in ability to meet the requirement AND 2.) how the firm would meet the requirement with an affirmative or in the case of a negative, the compensating mechanism or rationale to the exception in ability to address the requirement.

A full response packet will include responses to parts A & B described above with the signature of the responsible party. If a fulfillment of a requirement in Part A or B is contained within any marketing material, please indicate precisely where the response to the particular requirement is located.

In addition, please provide the following:

1. Distinguishing firm qualifications beyond those addressed with requirements in Parts A & B.
2. Detailed costs and billing information
3. List of services provided for similar entities
4. Proposed staff and principals
5. References

Criteria for Selection

All proposals submitted will be evaluated using the following criteria:

1. Compliance with the RFP including:
 - a. Response to each requirement in Parts A & B
2. Understanding of the services to be provided
3. Experience with providing similar services
4. Depth and breadth of experience and qualifications for personnel assigned
5. Cost

Proposal Instructions

For consideration to be given to any proposal submitted pursuant to this RFP, 5 copies must be received by **2:00pm on August 12, 2016** at the following address: City of Olivette, City Clerk, Bid Documents – Ambulance Billing Services, 9473 Olive Blvd, Olivette, MO 63132. No faxed, emailed, or late proposals will be accepted. The City will not be responsible for proposals placed in the mail which do not arrive by the deadline. Proposals received before the time of opening will be kept by the City Clerk securely and unopened. Proposals received after the deadline will not be considered.

Contact with City Personnel

At no time shall the Applicant, its agent, representatives or contracted personnel contact or otherwise communicate with City personnel. All questions relating to the RFP are to be addressed to **Ron Johnson; rjohnson@olivettemo.com**. Addenda information shall be shared, as necessary, to all participants.

City of Olivette
Request for Proposal
Ambulance Billing Services/Electronic Patient Care Reporting
July 29, 2016

Probable Schedule:

- | | |
|---|---------|
| • RFP issued on | 7/29/16 |
| • RFP responses due (2:00 PM) | 8/12/16 |
| • Review and selection of firms to be interviewed | 8/15/16 |
| • Interviews with firms | 8/18/16 |
| • Recommendation to Council | 8/23/16 |
| • Enter in to negotiations with selected firm | 8/25/16 |
| • Contract completion and signing by | 9/15/16 |

Disposition and Disclosure of Proposals

All proposals submitted in response to this RFP will become the property of the City and a matter of public record. The Applicant must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any Applicant claiming such an exemption must also state in this proposal that the applicant agrees to hold harmless, indemnify and defend the City and its agents, officials, and employees in any action or claim brought against the City for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request therefore. Any Applicant failing to include such a statement shall be deemed to have waived its right to an exemption from disclosure.

Expiration of the Proposal

By submitting a proposal, the applicant offers to enter into the Contract, the form and content of which shall be agreed upon by both parties. The applicant's proposal shall not be revocable for ninety (90) days following the response deadline indicated above. The City reserves the right to waive any defects in the offer of any vendor, to reject any or all offers, and to request additional information from any and all vendors.

City of Olivette
Request for Proposal
Ambulance Billing Services/Electronic Patient Care Reporting
July 29, 2016

Part A – Ambulance Billing Services

1. Provide all personnel, materials, and services needed to perform and accomplish all requirements for this proposal.
2. Authorized to bill for EMS services in the State of Missouri and must provide a full-time program manager for the duration of the contract.
3. Ensure all required documentation and agreements with payers are properly filed and maintained on behalf of the City of Olivette, MO.
4. Obtain pre-approval from the City of Olivette, MO of all forms used in the execution of this contract.
5. Commence billing the Patient Care Reports with the start-up date established by the Billing Agency and the City of Olivette. Billing data will be imported directly from the secured ePCR Server.
6. The Billing Agency shall handle the ePCR integration process at no charge.
7. Upon receipt of the ambulance report data, the Ambulance Billing Agency must prepare and mail invoices to the patient within seven (7) business days. This mailing shall include all necessary forms for payment processing, along with a return envelope.
8. The Billing Agency will provide a secure email data exchange system for the purpose of exchanging confidential patient information with the City of Olivette staff.
9. Ensure proper security and confidentiality of patient information and records, including, but not limited to executing a business associate agreement as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA).
10. Provide all labor, materials and technology necessary to obtain missing patient information from all available sources prior to issuing insurance claims or direct patient billing.
11. Utilize current diagnostic coding to ensure compliance with federal, state, and local regulations.
12. Accept responsibility for patient billing inquiries and complaints during a minimum of regular business hours (M-Fri, 8AM - 5PM) Central Time, and provide an online system for patients to ask questions and provide payment.
13. Provide the tracking of submitted claims to ensure timely payments.
14. Provide monthly statements to allow patients to be aware of outstanding balances.
15. Provide access to the City of Olivette, MO staff to monitor, billing activities and accounts receivable for all accounts under this contract.

City of Olivette
Request for Proposal
Ambulance Billing Services/Electronic Patient Care Reporting
July 29, 2016

16. Provide a reporting system that provides system generated monthly reports and customized reports that are accessible to the City of Olivette staff.
17. Facilitate the posting of revenues and provide documents to the City of Olivette, MO's banking institution.
18. Requests for refunds must include the patient's payment information along with a detailed explanation of why the refund is requested and all information necessary to submit the refund.
19. Ensure that all data collection, reporting, and billing methods comply with all current State and Federal Regulations.
20. Provide regular updates and on-going training to the City of Olivette, MO on any changes to billing requirements based on industry standards or requirements of applicable health care laws and regulations.
21. Train all involved personnel in the operation and specifics of the system prior to start date.

City of Olivette
Request for Proposal
Ambulance Billing Services/Electronic Patient Care Reporting
July 29, 2016

Part B – Electronic Patient Care Reporting

The City of Olivette is searching for a firm that can provide a high quality EMS Electronic Patient Care Reporting system (ePCR) for the EMS providers of the Olivette Fire Department. The City of Olivette expects the selected firm to propose a software system capable of the following:

1. Hosted Software as a Service electronic care report system designed for EMS services
2. On line and off line capabilities
3. NEMSIS 3.0 compliant and able to provide in NEMSIS 2 until the State of Missouri is able to process NEMSIS 3 data.
4. Bi-directional Hospital Data Exchange
5. Interface with current and future CAD systems for call data (currently Global)
6. Interface with Philips Heartstart MRx product for patient data importing.
7. A HIPPA compliant solution
8. Ability to have at least 3 concurrent users
9. Quality Management tools
10. Reporting tools with customized capabilities
11. CAD reconciliation tools

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 12th day of September, 2016 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and City of Olivette, MO (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency

WHEREAS, Client wishes to retain EMS|MC to provide medical billing and collection services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Services"). The Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities; (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

Accounts with outstanding balances after the insurance and/or third party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay.

Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

EMS|MC will provide Client with a financial report within ten (10) business days of the last business day of the month. The month end report shall include an account analysis report, aging report and accounts receivables reconciliation report. Deposit reports will be provided daily.

EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours.

EMS|MC shall maintain records of all Services performed and records of all financial transactions. EMS|MC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years.

EMS|MC will comply with all applicable state and federal regulations applicable to EMS|MC in the provision of the Services hereunder. This undertaking will expressly survive the termination of this Agreement.

EMS|MC shall notify Client of all patient complaints about clinical services within five (5) business days of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt.

Client shall promptly advise EMS|MC of notices of audit received by Client. EMS|MC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers, with which Client contracts ("Payer Inquiries"). Client will be notified of Payer Inquiries within ten (10) business days of EMS|MC's receipt of same.

EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have

no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account Client, through its officers and directors, shall have exclusive access.

The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in Sections 2 and 3 of this Agreement.

EMS|MC shall have no responsibility to provide any of the following services:

- (a) Determining the accuracy or truthfulness of documentation and information provided by Client;
- (b) Providing services outside the EMS|MC billing system;
- (c) Submitting any claim that EMS|MC believes to be inaccurate or fraudulent;
- (d) Providing any service not expressly required of EMS|MC by this Agreement.

The parties acknowledge that the Client's Request for Proposals (the "RFP") and the response of EMS/MC to that request (the "Bid") are part of this Agreement, and if there is a conflict between the terms of this Agreement and the RFP or the Bid, or an omission in this Agreement, the terms of the RFP and the Bid shall control.

2. COMPENSATION OF EMS|MC.

- (a) Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.5% of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts.

EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the last day of the month in which the invoice is first presented to Client. Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the time payment is normally due. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

In the event of a material change to the billing process and/or scope of Services provided in this Agreement or a significant difference in the original patient demographics provided by Client, EMS|MC reserves the right to, in good faith, negotiate a fee change with Client and amend this Agreement.

EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements

approved by EMS|MC have been made to wholly resolve any outstanding balances.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the following calendar month in which such invoice is first presented to Client. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

(b) Software: During the term of this Agreement, EMS|MC will pay the full cost of ESO software, based on Client's contract terms with ESO Software in effect as of and contemporaneously with the date of this Agreement. A copy of the Client's agreement with ESO is attached as Exhibit A. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement.

3. RESPONSIBILITIES OF CLIENT.

The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

(a) Client will pay all amounts owed to EMS|MC under this Agreement.

(b) Client will provide EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address;

insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.

(c) In addition, Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and secure claim payment and shall also secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all scheduled, non-emergency transports, if applicable. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client must provide Patient Care Reports (PCR's) in a timely manner in order to achieve higher performance. Further, Client will: implement any reasonable changes that EMS|MC determines to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; implement reasonable and customary charges for complete, compliant billing as may be identified and recommended by EMS|MC; and maintain Client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

(d) In addition, Client is to provide EMS|MC with complete and accurate medical records for each incident or patient service rendered for reimbursement [(i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate to the best of Client's knowledge and contain only factual

information observed and documented by the attending field technician during the course of the treatment and transport.

- (e) Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services (“CMS”) or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer for scheduled, non-emergency transports.
- (f) Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.
- (g) Client shall allow EMS|MC to audit Client’s records and processes at least annually, and on a more frequent basis if reasonably necessary, upon ten (10) days advance notice to Client, during regular business hours, to attempt to ensure that Client is in compliance with this Agreement and that all fees due to EMS|MC have been paid.
- (h) Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.
- (i) Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective commencing on November 1, 2016 and shall thereafter continue through October 31, 2019. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as

stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below.

(i) **Termination for Cause.** Notwithstanding Section 4(a), this Agreement may be terminated by either party at any time for Cause, as defined below, based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within ten (10) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of Client to make timely payments due under this Agreement;
- (2) Any damage to property, business, reputation, or good will of the other party hereto arising from the gross negligence or willful misconduct of a party;
- (3) Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- (4) Client's engagement of another billing services provider to provide services during the term of this Agreement;
- (5) Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment;
- (6) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties;

- (7) Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party; or
- (8) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

- (a) Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent.
- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in Section 2(a). Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in Section 2(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, or in the event that EMS|MC believes that Client has provided false or fraudulent claim information, EMS|MC shall have no obligation to provide any Services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

- (a) During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the Services or services similar to the Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(b) hereof and shall be treated as Net Collections for purposes of Section 2(a) hereof.
- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.
- (e) Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

- (f) In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

7. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending two (2) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 7 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

8. PRIVACY.

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential (“Confidential Information”), shall remain

the sole property of Client and shall be held in confidence and safekeeping by EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or EMS|MC's or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless and to the extent required to do so by applicable law, including, without limitation, federal, state or local law enforcement authorities acting within their jurisdiction and/or acting under the law and/or under court orders. EMS|MC's obligations of confidentiality under this Section 8 shall not extend to: (1) information which is already in the possession of EMS|MC and not under a duty of non-disclosure; (2) information which is generally known or revealed to the public through no fault of EMS|MC; (3) information which is revealed to EMS|MC by a third party, unless such party is under a duty of non-disclosure of which EMS|MC is aware; or (4) information that was or is independently developed by EMS|MC without reference to or use of any of the Confidential Information. In addition to the foregoing, EMS|MC and Client shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with the regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the amendments enacted in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. EMS|MC and Client shall execute a separate Business Associate Agreement under HIPAA.

9. LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

- (a) EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

- (b) A “Claim” is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.
- (c) To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed two (2) times the total fees paid by Client to EMS|MC under this Agreement or EMS|MC’s applicable insurance coverage limits, whichever is greater (the “Liability Cap”). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys’ fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim. And provided further that nothing in the foregoing shall be construed to preclude the Client from contesting the legality of this Section 9(c) as being an unconstitutional grant of a public credit, property, claim, or thing of value to private entities in violation of Article III, Section 39(2), or Article VI, Sections 23 or 25, of the Missouri Constitution or as an unlawful delegation of the Client’s legislative or administrative power.
- (d) EMS/MC shall procure and maintain during the life of this Agreement insurance coverage from one or more rated insurer(s) authorized to do business in Missouri for the types of insurance and the minimum coverages noted on the attached Certificate of Liability Insurance, marked as Exhibit B and incorporated herein by reference. The Client must be named as an Additional Insured. Certificates evidencing such insurance shall be furnished to the Client prior to EMS/MC commencing work. The certificates must state “The City of Olivette is an Additional Insured.” EMSMC will

use best efforts to provide for 30 days advanced notice to the City as a certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

- (e) To the fullest extent allowed by law, EMS|MC and Client waive Claims against each other for consequential, indirect, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages (the “Non-Direct Punitive Damages Waiver”). Provided, however, that nothing in the foregoing shall be construed to preclude the Client from contesting the legality of this Section 9(e) as being an unconstitutional grant of a public credit, property, claim, or thing of value to private entities in violation of Article III, Section 39(2), or Article VI, Sections 23 or 25, of the Missouri Constitution or as an unlawful delegation of the Client’s legislative or administrative power.

- (f) Subject to the Liability Cap, but notwithstanding the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client with reasonably acceptable counsel from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC’s negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than sixty (60) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC’s express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client

should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

- (g) All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in St. Louis, Missouri, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) includes any damages waived by the Non-Direct Damages Waiver; or (iii) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in any court having jurisdiction.
- (h) In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

10. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:
City of Olivette
Office of the City Manager
9473 Olive Blvd.
Olivette, MO 63132

EMS|MC:
EMS Management & Consultants, Inc.
Laurie O'Quinn
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed in accordance with and governed by the laws of the State of Missouri, notwithstanding any conflicts of law rules to the contrary.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMS|MC:

EMS Management & Consultants, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

CLIENT:

City of Olivette, MO

By: _____

Print Name: _____

Title: _____

Date: _____

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the “*Agreement*”) is entered into this ____ day of _____, 20__ (“*Effective Date*”) by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital of Texas Highway, Building II-300, Austin, Texas 78759 (“*ESO*”), and the City of Olivette, with its principal place of business at 9473 Olive Blvd, Olivette, MO 63132 (“*City*”) (each a “*Party*” and collectively the “*Parties*”).

WHEREAS, the City has contracted with EMS Management and Consultants, Inc., with its principal place of business at 2540 Empire Drive, Winston Salem, North Carolina 27103 (“*EMS*”) for the provision of ambulance billing services; and

WHEREAS, to facilitate EMS’ service delivery, the City desires to obtain electronic patient care reporting services from ESO, who is in the business of providing software services (the “*Services*”) to businesses and municipalities; and

WHEREAS, City desires to obtain these Services from ESO, all upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the Parties mutually agree to the following:

1. **Services**. ESO agrees to provide City the Services identified on Exhibit A attached hereto and incorporated by reference herein. City agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or future features, nor dependent on any oral or written public comments made by ESO regarding future functionality or future features.
2. **Term**. This Agreement shall be effective commencing on November 1, 2016 and shall thereafter continue through October 31, 2019. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term.
3. **Subscription Fees, Invoices and Payment Terms**.
 - a. **Subscription Fees**. City has chosen to have EMS Management and Consultants with its principal place of business at 2540 Empire Drive, Winston Salem, North Carolina 27103 pay all fees for ESO’s Services, which such fees are those indicated in Exhibit A (the “*Subscription Fees*”). If EMS does not pay the Subscription Fees on behalf of City, and City chooses to continue receiving Services, then City shall be responsible for any outstanding fees under the terms and conditions of this Agreement which previously applied to EMS, as applicable. ESO may evaluate City’s usage and adjust invoices based on changes in City usage as indicated in Exhibit A. ESO shall have the option to increase pricing prior to any renewal term, as long as it provides at least ninety (90) days’ notice of such increase to City and EMS, and City agrees to such increase by permitting the automatic renewal of this agreement under Section 2 above.
 - b. **Payment of Invoices**. EMS shall pay the full amount of invoices within thirty (30) days of receipt (the “*Due Date*”). EMS is responsible for providing complete and accurate billing and contact information to ESO and to notify ESO of any changes to such information.

- c. Disputed Invoices. If the City or EMS in good faith disputes a portion of an invoice, the City or EMS shall remit to ESO, by the Due Date, full payment of the undisputed portion of the invoice. In addition, the City or EMS must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the City or EMS believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting the disputed claim. If the City or EMS does not notify ESO of a disputed invoice by the Due Date, the City and EMS shall have waived the right to dispute that invoice. Any disputed amounts determined by the Parties to be payable shall be due within ten (10) days of such determination.

4. Termination.

- a. Termination by City for ESO Default. If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within ten (10) days following written notice from City or EMS ("*ESO Default*"), the City may terminate this Agreement without liability, except that accrued but unpaid Subscription Fees not related to the ESO Default shall be paid by the City. If ESO is unable to provide Service(s) for thirty (30) consecutive days due to a Force Majeure event as defined in Section 15a, *Force Majeure*, the City may terminate the affected Service(s) without liability. In the event of an ESO Default, the City shall have the right to take any action in connection with any right or remedy the City may have under this Agreement, at law or in equity. In addition, ESO agrees to pay the City's reasonable expenses (including attorney fees) incurred in enforcing the City's rights in the event of an ESO Default.
- b. Termination by ESO for City Default. ESO may terminate this Agreement with no further liability if (i) the City or EMS fails to pay for Services as required by this Agreement and such failure remains uncorrected for ten (10) days following written notice from ESO, or (ii) the City or EMS fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from ESO (collectively referred to as "*City Default*"). In the event of a City Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to City; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to City by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a City Default, City shall remain liable for all accrued Subscription Fees and other charges. In addition, City agrees to pay ESO's reasonable expenses (including attorney and collection fees) incurred in enforcing ESO's rights in the event of a City Default.

5. Delivery of Data upon Expiration or Termination of Agreement. If City requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4 above, ESO shall deliver to City its data. ESO shall make reasonable and good faith efforts to accommodate City's preference for the type of media for delivery. City shall reimburse ESO for the cost of the media on which City's data is delivered to City.

6. System Maintenance. In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO shall notify City prior to the performance of such maintenance and will schedule such maintenance during

non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.

7. **Access to Internet.** City has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to City regarding the reliability, performance or security of any particular network or provider.
8. **Mobile Software.** If City elects to use ESO's Mobile Software (the "***Software***"), the provisions of this Section shall apply.
 - a. **Use of Software.** Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to City a non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.
 - b. **Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. City will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by City to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. City agrees to keep the Software free and clear of all claims, liens, and encumbrances.
 - c. **Mobile Software Interface Fee.** The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to City.
 - d. **Title.** ESO hereby represents and warrants to City that ESO is the owner of the Software or otherwise has the right to grant to City the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, City's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach. If a breach or threatened breach of the foregoing representation and warranty leads to the cessation of ESO's service delivery under this agreement, the City may terminate the agreement without liability to the City, except that accrued but unpaid Subscription Fees not related to the breach or threatened breach shall be paid by the City.
9. **Support and Updates.** During the Term of this Agreement, ESO shall provide City the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated herein. ESO will also provide Updates to City, in accordance with Exhibit B.
10. **Other Services.** Upon request by City, ESO may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, configuration, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by City for such professional services.

11. Indemnification. To the extent permitted by law, City will defend and indemnify ESO from any and all claims brought by third parties against ESO and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) City's misuse of the Services and/or Software, (ii) any services provided by City to third parties, or (iii) City's negligence, inaction or omission in connection with the services it provides to third parties; provided that nothing in the foregoing shall be construed to preclude the City from contesting the legality of this Section 11 as being an unconstitutional grant of a public credit, property, claim, or thing of value to private entities in violation of Article III, Section 39(2), or Article VI, Sections 23 or 25, of the Missouri Constitution or as an unlawful delegation of the City's legislative or administrative power. If this Section 11 is declared unlawful by final judgment of a court of competent jurisdiction, the City will have no obligation to indemnify ESO. ESO will defend and indemnify the City from any and all claims brought by third parties against the City and will hold the City harmless from all corresponding losses incurred by the City arising out of or related to ESO's negligence, inaction, omission, or breach of contract in connection with the Services provided.

12. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ESO SHALL NOT BE LIABLE TO CITY FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CITY OR ON CITY'S BEHALF WITH RESPECT TO SERVICES DELIVERED HEREUNDER EXCEPT IN THE EVENT OF ESO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

FURTHERMORE, ESO SHALL NOT BE LIABLE TO THE CITY, EITHER IN CONTRACT OR IN TORT, FOR THE UNAUTHORIZED ACCESS OF CITY DATA OR FOR THE UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CITY DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, WHEN SUCH UNAUTHORIZED ACTIVITY IS EFFECTED WITHOUT ESO'S NEGLIGENCE OR BREACH OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY WAS SPECIFICALLY BARGAINED FOR AND IS ACCEPTABLE TO CITY AS PROVIDED IN THIS SECTION 12. FURTHER, EACH PARTY'S WILLINGNESS TO AGREE TO THE LIMITATIONS CONTAINED IN THIS SECTION WAS MATERIAL TO ENTERING INTO THIS AGREEMENT.

Nothing in this section shall be construed to preclude the City from contesting the legality of this Section 12 as being an unconstitutional grant of a public credit, property, claim, or thing of value to private entities in violation of Article III, Section 39(2), or Article VI, Sections 23 or 25, of the Missouri Constitution or as an unlawful delegation of the City's legislative or administrative power. If this Section 12 is declared unlawful by final judgment of a court of competent jurisdiction, its limitation of liability provisions shall not apply.

13. Acknowledgements and Disclaimer of Warranties. City acknowledges that ESO cannot guarantee that there will never be any outages in ESO network and that no credits shall be given in the event City's access to ESO's network is temporarily interrupted, subject, however, to City's termination rights as provided in Section 4(a) hereof. The Services shall be delivered free from material defect and shall function in accordance with the written specifications supplied. THE SERVICES ARE PROVIDED "AS IS." UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO REPRESENTATION OR

WARRANTY TO CITY OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. Confidential Information. “*Confidential Information*” shall mean all information disclosed in writing by one Party to the other Party that is clearly marked “CONFIDENTIAL” or “PROPRIETARY” by the disclosing Party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving Party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful or negligent act of the receiving Party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing Party.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing Party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing Party shall be returned to the disclosing Party or destroyed upon request of the disclosing Party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected Party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

15. General Provisions.

- a. Force Majeure. Neither Party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such Party’s performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected Party and occurs without such Party’s fault or negligence.
- b. Entire Agreement. This Agreement, including all schedules, exhibits, addenda and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) (*see Exhibit D*) are incorporated herein by reference, constitutes the

entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is asserted.

- c. Governing Law. This Agreement shall be governed by the laws of the State of Missouri without regard to choice or conflict of law rules.
- d. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in St. Louis, Missouri, and shall be resolved under the laws of the State of Missouri. The arbitration shall be conducted before a single arbitrator, who may be a private arbitrator, in accordance with the commercial rules and practices of the American Arbitration Association then in effect. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. All arbitration proceedings shall be conducted on a confidential basis. The Parties knowingly, voluntarily, and irrevocably waive their right to a trial by jury.
- e. No Press Releases without Consent. Neither Party may use the other Party's name or trademarks, nor issue any publicity or public statements concerning the other Party or the existence or content of this Agreement, without the other Party's prior written consent. Notwithstanding, City agrees that ESO may use City's name and logo in ESO sales presentations, without City's prior written consent, during the Term of this Agreement, but only for the purposes of identifying the City as a client of ESO. Likewise, City may use ESO's name and logo to identify ESO as a vendor of City.
- f. Aggregate Data Reporting. City hereby grants ESO the right to collect and store its data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information ("**PHI**") unless permitted by law. Moreover, ESO will not identify City without City's consent.
- g. Compliance with Laws. Both Parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- h. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.
- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement, to the extent practicable, shall remain in effect.
- j. Taxes and Fees. The consideration charged to the City under this Agreement includes all taxes and fees, if any.
- k. Independent Contractor. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; or (ii) a relationship of employer and employee between the Parties. ESO is an independent contractor and not an agent of City.

- l. Counterparts; Execution. This Agreement and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in “portable document format” (“*.pdf*”) or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e. “*electronic signature*” through a process such as DocuSign®). In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

- m. Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery, or (iv) fax. Notices shall be sent to the addresses above. No Party to this Agreement shall refuse delivery of any notice hereunder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the Party for which they sign and have executed this Agreement on the Effective Date first written above.

ESO:

CITY:

[Signature]

[Signature]

Chris Dillie

[Printed Name]

[Printed Name]

President and CEO

[Title]

[Title]

[Date]

[Date]

EXHIBIT A
SCHEDULE OF SUBSCRIPTION FEES

City has selected and EMS has agreed to pay for the following Services on behalf of City:

QUOTE LINE ITEMS					
Product	Quantity	List Price	Discounts	Total Price	Line Item Description
EHR Suite w/ QM & Mobile 600 - 1,250 Calls	1.00	\$3,290.00	\$329.00	\$2,961.00	Annual Recurring Fee - Includes EHR, Quality Management, Analytics, Hospital Link Up, Driver's License Scanning
Billing Standard Interface 600 - 1,250 Incidents	1.00	\$395.00	\$395.00	\$0.00	Annual Recurring Fee - Fee Waived for EMS MC Customer
CAD Integration 600 - 1,250 Incidents	1.00	\$1,495.00	\$149.50	\$1,345.50	Annual Recurring Fee
Cardiac Monitor 600 - 1,250 Incidents	1.00	\$795.00	\$79.50	\$715.50	Annual Recurring Fee.
Fax < 600 Incidents	1.00	\$54.00	\$5.40	\$48.60	Annual Recurring Fee.
HDE - ESO EHR Connection < 2,500 Incidents	1.00	\$495.00	\$0.00	\$495.00	Annual Recurring Fee
Services - Training	2.00	\$995.00	\$0.00	\$1,990.00	2 Days of Onsite Training. One Time Fee
Services - Training Travel Costs	1.00	\$1,500.00	\$0.00	\$1,500.00	Training and Travel Cost - 2 days. One Time Fee.

Full Price	\$10,014.00
Sum of Discounts	\$958.40
Grand Total	\$9,055.60

PAYMENT TERMS AND PAYMENT MILESTONES

The subscription year for Services shall begin upon execution of the Subscription Agreement or upon the commencement of active work on software implementation, whichever date comes later. The Subscription Fees are invoiced annually in advance commencing upon execution of this Agreement.

EXHIBIT B
SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services (“*Support Services*”) that ESO will provide and the service levels that ESO will meet.

1. **Definitions.** Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) “*City Service Representative*” shall be the person at ESO designated by ESO to receive notices of Errors encountered by City that City’s Administrator has been unable to resolve.
- (b) “*Error*” means any failure of the Software to conform in any material respect with its published specifications.
- (c) “*Error Correction*” means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) “*Priority A Error*” means an Error that renders the Software inoperable or causes a complete failure of the Software.
- (e) “*Priority B Error*” means an Error that substantially degrades the performance of the Software or materially restricts City’s use of the Software.
- (f) “*Priority C Error*” means an Error that causes only a minor impact on City’s use of the Software.
- (g) “*Update*” means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Citys.
- (h) “*Normal Business Hours*” means 7:00 am to 7:00 pm Monday through Friday, Central Time Zone.

2. **City Obligations.**

City will provide at least one administrative employee (the “*Administrator*” or “*Administrators*”) who will handle all requests for first-level support from City’s employees with respect to the Software. Such support is intended to be the “front line” for support and information about the Software to City’s employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to City’s employees. The Administrators will refer any Errors to ESO’s City Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. **Support Services.**

(a) *Scope.* As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to City during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the City Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.

(b) *Procedure.*

- (i) *Report of Error.* In reporting any Error, the City’s Administrator will describe to ESO’s City Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
- (ii) *Efforts Required.* ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO’s City Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to ESO outside Normal Business Hours	Time in Which ESO Will Commence Verification	Frequency of Periodic Status Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. **ESO Server Administration.**

ESO is responsible for maintenance of Server hardware. Server administration includes:

- (a) Monitoring and Response
- (b) Service Availability Monitoring
- (c) Backups
- (d) Maintenance
 - (i) Microsoft Patch Management
 - (ii) Security patches to supported applications and related components
 - (iii) Event Log Monitoring
 - (iv) Log File Maintenance
 - (v) Drive Space Monitoring
- (e) Security
- (f) Virus Definition & Prevention
- (g) Firewall

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“*Agreement*”) is entered into by and between ESO Solutions, Inc. (“*Vendor*”), a Texas corporation, and City (“*Covered Entity*”), as of the Effective Date of the Subscription Agreement, for the purpose of setting forth Business Associate Agreement terms between Covered Entity and Vendor. Covered Entity and Vendor each are referred to as a “*Party*” and collectively as the “*Parties*.” This Agreement shall commence on the Effective Date set forth above.

WHEREAS, Covered Entity, owns, operates, manages, performs services for, otherwise are affiliated with or are themselves a Covered Entity as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the “*Privacy Standards*”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“*HIPAA*”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“*HITECH*”);

WHEREAS, pursuant to HIPAA and HITECH, the U.S. Department of Health & Human Services (“*HHS*”) promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the “*Security Standards*”) requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information (“*Protected Health Information*” or “*PHI*”), including electronic protected health information (“*EPHI*”);

WHEREAS, the Parties wish to comply with Privacy Standards and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act,” as such may be revised or amended by HHS from time to time;

WHEREAS, in connection with Vendor’s performance under its agreement(s) or other documented arrangements between Vendor and Covered Entity, whether in effect as of the Effective Date or which become effective at any time during the term of this Agreement (collectively “*Business Arrangements*”), Vendor may provide services for, or on behalf of, Covered Entity that require Vendor to use, disclose, receive, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

WHEREAS, Vendor and Covered Entity desire that Vendor obtain access to PHI and EPHI in accordance with the terms specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1. **Vendor Obligations.**

In accordance with this Agreement and the Business Arrangements, Vendor may use, disclose, access, create, maintain, transmit, and/or receive on behalf of Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the regulations promulgated by HHS in accordance with HIPAA and HITECH, including the Privacy Standards and Security Standards (collectively referred to hereinafter as the “*Confidentiality Requirements*”). All reference to PHI herein shall be construed to include EPHI. PHI shall mean only that PHI Vendor uses, discloses, accesses, creates, maintains, transmits and/or receives for or on behalf of Covered Entity pursuant to the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes “*Genetic Information*” as set forth at 45 C.F.R. §160.103. To the extent Vendor is to carry out an obligation of Covered Entity under the Confidentiality Requirements, Vendor shall comply with the provision(s) of the Confidentiality Requirements that would apply to Covered Entity (as applicable) in the performance of such obligations(s).

2. **Use of PHI.**

Except as otherwise required by law, Vendor shall use PHI in compliance with this Agreement and 45 C.F.R. §164.504(e). Vendor agrees not to use PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by Covered Entity in the same manner. Furthermore, Vendor shall use PHI for the purpose of performing services for, or on behalf of, Covered Entity as such services are defined in the Business Arrangements. In addition, Vendor may use PHI (i) as necessary for the proper management and administration of Vendor or to carry out its legal responsibilities; provided that such uses are permitted under federal and applicable state law, and (ii) to provide data aggregation services relating to the health care operations of the Covered Entity as defined by 45 C.F.R. § 164.501. Covered Entity also authorizes Vendor to collect and store its data for aggregate reporting, but in no event shall Vendor disclose PHI unless permitted by law. Moreover, Vendor will not identify Covered Entity without consent. Covered Entity authorizes Vendor to de-identify PHI it receives from Covered Entity. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically 45 C.F.R. §164.514(b).

3. **Disclosure of PHI.**

- 3.1 Subject to any limitations in this Agreement, Vendor may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable law. Vendor agrees not to disclose PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Covered Entity in the same manner. Further, Vendor may disclose PHI for the proper management and administration of Vendor; provided that: (i) such disclosures are required by law; or (ii) Vendor: (a) obtains reasonable assurances from any third party to whom the PHI is disclosed that the PHI will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to third party, and (b) requires the third party to agree to immediately notify Vendor of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Vendor shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of Vendor becoming aware of such use or disclosure.
- 3.2 If Vendor uses or contracts with any agent, including a subcontractor (collectively “**Subcontractors**”) that uses, discloses, accesses, creates, receives, maintains or transmits PHI on behalf of Vendor, Vendor shall require all Subcontractors to agree in writing to the same restrictions and conditions that apply to Vendor under this Agreement. In addition to Vendor’s obligations under Section 9, Vendor agrees to mitigate, to the extent practical and unless otherwise requested by the Covered Entity, any harmful effect that is known to Vendor and is the result of a use or disclosure of PHI by Vendor or any Subcontractor in violation of this Agreement. Additionally, Vendor shall ensure that all disclosures of PHI by Vendor and its Subcontractors comply with the principle of “**minimum necessary use and disclosure,**” (i.e., in accordance with 45 C.F.R. §164.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).

4. **Individual Rights Regarding Designated Record Sets.**

If Vendor maintains a Designated Record Set on behalf of Covered Entity, Vendor shall: (i) provide access to and permit inspection and copying of PHI by Covered Entity under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time; and (ii) amend PHI maintained by Vendor as required by Covered Entity. Vendor shall respond to any request from Covered Entity for access by an individual within ten (10) business days of such request and shall make any amendment requested by Covered Entity within twenty (20) business days of such request. Any information requested under this **Section 4** shall be provided in a form or format requested, if it is readily producible in such form or format. Vendor may charge a reasonable fee based upon Vendor’s labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Vendor shall notify Covered Entity within ten (10) business days of receipt of any request for access or amendment by an individual.

5. **Accounting of Disclosures.**

Vendor shall make available to Covered Entity within ten (10) business days of a request by Covered Entity the information required for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 (or such shorter time as may be required by state or federal law). Such accounting must be provided without cost if it is the first accounting requested within any twelve (12) month period. For subsequent accountings within the same twelve (12) month period, Vendor may charge a reasonable fee based upon Vendor’s labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) only after Vendor informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination or expiration of this Agreement and with respect to any disclosure, whether on or before the termination of this Agreement, shall continue for a minimum of seven (7) years following the date of such disclosure.

6. **Withdrawal of Authorization.**

If the use or disclosure of PHI under this Agreement is based upon an individual’s specific authorization regarding the use of his or her PHI, and: (i) the individual revokes such authorization in writing; (ii) the effective date of such authorization has expired; or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then Vendor agrees, if it has received notice from Covered Entity of such revocation or invalidity, to cease the use and disclosure of any such individual’s PHI except to the extent Vendor has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.**

Vendor shall make available to HHS or its agents its internal practices, books, and records relating to the compliance of Vendor and Covered Entity with the Confidentiality Requirements, such internal practices, books and records to be provided in the time and manner designated by HHS or its agents.

8. **Implementation of Security Standards; Notice of Security Incidents.**

Vendor will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Vendor will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Vendor will use commercially reasonable efforts to ensure that the technology safeguards used by Vendor to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals

unauthorized to acquire or otherwise have access to such PHI. Vendor will promptly report to Covered Entity any Security Incident of which it becomes aware; provided, however, that Covered Entity acknowledges and shall be deemed to have received notice from Vendor that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Vendor; and (ii) immaterial incidents such as “pinging” or “denial of services” attacks. At the request of Covered Entity, Vendor shall identify: the date of the Security Incident, the scope of the Security Incident, Vendor’s response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. **Data Breach Notification and Mitigation.**

9.1 **HIPAA Data Breach Notification and Mitigation.** Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (“**HIPAA Breach**”). The Parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410, as describe below in this **Section 9.1**, govern the determination of the date of a HIPAA Breach. In the event of any conflict between this **Section 9.1** and the Confidentiality Requirements, the more stringent requirements shall govern. Following the discovery of a HIPAA Breach, Vendor will notify Covered Entity immediately and in no event later than five (5) business days after Vendor discovers such HIPAA Breach unless Vendor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Vendor or, by exercising reasonable diligence, would have been known to Vendor. Vendor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Vendor. No later than ten (10) business days following a HIPAA Breach, Vendor shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et. seq.* This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

9.2 **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of **Section 9.1**, Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including, but not limited to, PHI and referred to hereinafter as “**Individually Identifiable Information**”) that, if misused, disclosed, lost or stolen would trigger an obligation under one or more State data breach notification laws (each a “**State Breach**”) to notify the individuals who are the subject of the information. Vendor agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Vendor shall promptly: (i) notify Covered Entity within five (5) business days of such misuse, disclosure, loss or theft; and (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI or Individually Identifiable Information.

10. **Obligations of Covered Entity.**

10.1 **Notification Requirement.** Covered Entity shall notify Vendor of:

- a. Any limitation(s) in Covered Entity’s notice of privacy practices in accordance with 45 CFR 164.520 to the extent that such changes may affect Vendor’s use or disclosure of PHI;
- b. Any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Vendor’s use or disclosure of PHI; and
- c. Any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Vendor’s use or disclosure of PHI.

10.2 **Permissible Requests.** Covered Entity agrees that it will not request Vendor to use or disclose PHI in any manner that would not be permissible under the Confidentiality Requirements if done by Covered Entity.

11. **Terms and Termination.**

11.1 **Termination.** This Agreement shall remain in effect until terminated in accordance with the terms of this **Section 11**; provided, however, that termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

11.2 **Termination with Cause.** Either Party may immediately terminate this Agreement if either of the following events have occurred and are continuing to occur:

- a. Vendor or Covered Entity fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) business days after written notice of such failure has been given; or

- b. Vendor or Covered Entity violates any provision of the Confidentiality Requirement or applicable federal or state privacy law relating to its obligations under this Agreement.

11.3 **May Terminate Business Arrangements in Event of for Cause Termination.** Termination of this Agreement for either of the two reasons set forth in **Section 11.2** above shall be cause for immediate termination of any Business Arrangement pursuant to which Vendor uses, discloses, accesses, receives, creates, or transmits PHI for or on behalf of Covered Entity.

11.4 **Termination Upon Conclusion of Business Arrangements.** Upon the expiration or termination of all Business Arrangements, either Covered Entity or Vendor may terminate this Agreement by providing written notice to the other Party.

11.5 **Return of PHI Upon Termination.** Upon termination of this Agreement for any reason, Vendor agrees either to return all PHI or to destroy all PHI received from Covered Entity that is in the possession or control of Vendor or its Subcontractors. In the case of PHI for which it is not feasible to return or destroy, Vendor shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI. Vendor shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This **Section 11.5** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

12. **No Warranty.**

PHI IS PROVIDED SOLELY ON AN "AS IS" BASIS. THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Ineligible Persons.**

Vendor represents and warrants to Covered Entity that its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) of any state healthcare program (collectively, the "**Healthcare Programs**"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Healthcare Programs (collectively, the "**Warranty of Non-exclusion**"). Vendor representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and Vendor shall immediately notify Covered Entity of any change in the status of the representations and warranties set forth in this **Section 13**. Any breach of this **Section 13** shall give Covered Entity the right to terminate this Agreement immediately.

14. **Equitable Relief.**

The Parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that either Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief deemed appropriate. Such right shall be in addition to the remedies otherwise available at law or in equity.

15. **Entire Agreement.**

This Agreement constitutes the complete agreement between Vendor and Covered Entity relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; *provided, however* that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that a Party believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, that Party may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to the other Party which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

Resolution Approving a Procurement Policy for the City of Olivette

Description:

A formal Purchasing Policy is viewed as a best practice to document the procurement process. The proposed Procurement Policy remains the same as adopted with Resolution 2016-16 in July of 2016 but now incorporates the local vendor preference policy adopted in 2006 by Resolution 48. The intent is to provide more visibility for the local vendor preference and consolidate similar policies for ease of implementation.

Recommended Action:

Adopt resolution 2016-121 - A Resolution Approving a Procurement Policy for the City of Olivette as presented for immediate use and implementation.

Attachments:

1. Resolution 2016-121 - A Resolution Approving a Procurement Policy for the City of Olivette

Funding Request:

None

Submitted by:

Darren Mann, CPA
DEPARTMENT HEAD

RESOLUTION #2016-121:

**A RESOLUTION APPROVING A PROCUREMENT POLICY
FOR THE CITY OF OLIVETTE.**

Whereas, the City of Olivette (the “City”) wishes to establish policies and procedures for the procurement of equipment, services, materials, and supplies for city operations; and

Whereas, the City wishes to promote the acquisition of the highest quality goods and services at the least expense to the public; and

Whereas, the City wishes to provide a full, open, and fair competition among vendors for the City’s goods and services; and

Whereas, the City wishes to establish a fair and practical process for the acquisition of quality goods and services of the benefit of the City and its taxpayers; and

Whereas, the Olivette City Council believes that a system of reasonable local business preferences for public contracts and improvement projects will promote the local economy, increase local job opportunities, generate additional municipal tax revenues, and so benefit the public interest, health, safety, and welfare; and

Whereas, the City wishes to repeal any and all previously approved purchasing or procurement policies; and

Whereas, the City wishes to repeal any and all previously approved local vendor preference policies; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OLIVETTE, MISSOURI, AS FOLLOWS:

1. That the Procurement Policy Statement attached to this resolution as Exhibit A and incorporated in this Resolution by reference (the “Procurement Policy”) is hereby adopted and all previously approved purchasing or procurement policies are hereby repealed.
2. That the City Manager and City Finance Director are hereby authorized and directed to implement the policies, goals, and objectives set forth in the Procurement Policy and are further authorized and directed to report to the City Council at appropriate periods concerning the implementation and recommendations for further and future modifications or clarifications of the Procurement Policy as may be required to respond to changes in purchasing methods and to continue to reflect prudent public finance and purchasing practices.

PASSED THIS ____ DAY OF ____, 2016.

(SEAL)

Mayor Ruth Springer

ATTEST:

Myra G. Bennett, CMC/MPCC
City Clerk

EXHIBIT A

CITY OF OLIVETTE ADMINISTRATIVE PROCEDURES

SUBJECT: Procurement Policy and Procedure

PURPOSE: Establish a policy for purchasing goods and services for the City of Olivette

POLICY: Procurement Policy

SECTION ONE: PURPOSE

The purposes of this policy are:

1. To establish procedures for the purchase of all goods and services needed by the City;
2. To promote the acquisition of the highest quality goods and services at the least expense to the public;
3. To provide a full, open, and fair competition among vendors for the City's goods and services; and
4. To establish a fair and practical process for the acquisition of quality goods and services for the benefit of the City and its taxpayers.
5. To establish a local business preference policy for the City of Olivette to purchase equipment, material, and supplies from local business, and to hire local contractors to perform public contracts and improvement projects,

SECTION TWO: PURCHASING LIMITS

No purchases for goods or services of any kind or description shall be made by the City except in the manner hereafter set forth.

1. *Purchases under \$1,500.00.* Whenever any purchase costs less than \$1,500.00, an employee selected by a department head, with the approval of the city manager, may procure the goods or services on the open market with such competition as is reasonable and practical under the circumstances.

2. *Purchases of \$1,500.00 up to \$2,999.99.* Whenever any purchase is for \$1,500.00 to \$2,999.99, a department head shall obtain at least three (3) quotations from qualified vendors for the goods or services to be purchased. The quotations may be obtained orally, and the department head shall award the purchase to the lowest and best responsible and responsive bidder. The department head shall submit the quotations in written form to the City Manager.

3. *Purchases of \$3,000.00 up to \$9,999.99.* Whenever any purchase is for \$3,000.00 to \$9,999.99, the department head shall obtain at least three (3) quotations from qualified vendors for the goods or services to be purchased. The quotations may be obtained orally, and the department head shall submit the quotations in written form with a recommendation to the City Manager, who shall award the purchase to the lowest and best responsible and responsive bidder.

4. *Purchases of \$10,000.00 or more.* Any purchase for \$10,000.00 or more, unless otherwise excepted herein, shall be made through the bidding process outlined in Section Three hereof.

SECTION THREE: BIDDING PROCEDURES

The City, and all parties contracting with the City, shall use the following procedures for bids relating to all purchases goods or services with an anticipated cost above \$10,000.

1. The City Manager shall prescribe and maintain such form(s) as may be necessary for bid solicitations, the use of which shall be mandatory unless otherwise excepted by the City Manager. The form shall include a description of the goods or services to be acquired, all bidder requirements, a deadline for submitting bids, and the date and time of bid opening.
2. The required forms shall be part of a bid packet, and the City shall require interested bidders to obtain a bid packet by notifying the City of the intent to bid.
3. All bid solicitations shall be advertised in an acceptable format for a minimum of five (5) business days prior to the date of the opening of the sealed responses.
4. Bid responses shall be sealed and submitted to the City Clerk by the noted date and time, and the responses shall be identified as bids on the submitted packet.
5. The City may supplement the bid solicitation for any reason.
 - a. If the need for supplementation occurs before the bid deadline, the City shall inform all known interested bidders and may extend the deadline and bid opening as needed.
 - b. If the need for supplementation occurs after the bid deadline but before bid opening, the City shall inform all timely bidders and set a new deadline for supplementation and a new date and time for the bid opening.
 - c. If the need for supplementation occurs after bid opening, the City shall inform all timely bidders and set a new deadline for supplementation and a new date and time for the supplemental bid opening. Because of the need for supplementation, bids initially received under this provision shall not be deemed rejected and shall remain closed records under Section 610.021(12) RSMo., until such time as a contract is executed or all bids are rejected.

6. All bids shall be opened in public at the date and time noted in the bid solicitation or the supplement. The identification of each bidder shall be disclosed at the opening, but the contents of the bid shall not be disclosed until a contract is executed or all bids are rejected.
7. After bids are opened, they shall be irrevocable for the period specified in the invitation for bids.
8. The City Manager, or the responsible Department Head, shall review, investigate, and evaluate all bids using the factors noted in Section Three hereof and shall report to the City Council regarding the lowest and best responsible and responsive bidder, for the entire contract or any part thereof.
9. The City Council may authorize City staff to negotiate for more favorable terms with any bidder prior to determining and entering into a contract with the lowest and best responsible and responsive bidder.
10. The City Council may also reject any or all bids or parts thereof, resolicit for bids, or waive any bid requirement as may be determined to be in the best interests of the City. Nothing herein shall be construed to require the City Council to accept the lowest bid.

SECTION FOUR: DETERMINING THE LOWEST AND BEST RESPONSIBLE AND RESPONSIVE BIDDER

In determining the lowest and best responsible and responsive bidder, the City Council shall consider at least the following non-exclusive standards, as may be applicable:

1. Conformity to the specifications contained in the bid solicitation, and the completeness, accuracy, and responsiveness of the bid;
2. The bidder's experience in delivering similar goods or services, and the ability, capacity and skill of the bidder to deliver the goods or services required;
3. The bidder's current work-load, and whether the bidder can perform the contract or provide the goods or services promptly or within required time periods, without delay or interference;
4. Examples of the bidder's work, and the quality of performance of the bidder on previous contracts or transactions, within or outside of the City;
5. The reputation of the bidder and the bidder's history of compliance with applicable laws, within or outside of the City;
6. The bidder's financial resources and its ability to perform the contract or provide the required goods or services;

7. The quality, availability and adaptability of the goods or services; and
8. The proposed cost of the goods or services to be acquired with consideration to status of "local vendor" as defined in Section Five.

SECTION FIVE: LOCAL VENDOR PREFERENCE

1. *Definition of "local business".* Local business shall mean a business firm with fixed offices or locally taxable distribution points within the boundaries of the City which hold a current business license with an Olivette business address which is not a post office box.

2. *Award of Contracts of Materials and Supplies.* Unless otherwise excepted herein, the evaluation of bids or proposals for the award of all contracts for the purchase or lease of supplies, materials, equipment or other personal property, a local business there shall be extended a five (5%) percent preference for local businesses.

3. *Award of Contracts for Labor.* Unless otherwise excepted herein, the evaluation of any contract or hiring of any labor for public contract work, preference shall be given to contractors, mechanics, artisans, or other laborers of any class, who shall be a local business as defined herein, provided that the labor, quality, and price of the work shall be equal to that of others who would be considered for the award of the contract.

4. *Exemptions to Local Preference.* The following contracts are exempt from consideration as "local preference" as defined:

- a. Contracts to the extent to which application of the provisions of this section would be prohibited by State or Federal law or regulation or would result in what the awarding authority finds to be an unacceptable loss of government revenue or funding.
- b. Contracts funded in whole or in part from donations and gifts to the City to the extent the provisions would conflict with any special conditions attached to the gifts or donations, provided the gift and the special conditions have been approved and accepted pursuant to the donations policy of the City.

SECTION SIX: EXCEPTIONS TO BIDDING

1. *Professional Services.* Except as provided in Section Eight hereof relating to public works projects, the requirements of this Ordinance do not apply to professional services, including but not limited to physicians, attorneys, architects, engineers, certified public accountants, planners and auditors. City staff is nonetheless encouraged to request proposals from qualified professionals within a required discipline should time allow or circumstances warrant.

2. *Sole Source Purchasing.* All purchase and bidding requirements can be waived if there is only one firm, company or individual capable of providing a particular service or commodity, and the City can conduct business with a sole source provider, provided that (a) the determination of a sole source provider is justified in writing and (b) the transaction at issue is approved (i) by the City Manager, if the transaction is less than \$10,000, or (ii) by the City Council, if the transaction is \$10,000 or more.

3. *Emergency Purchases.* In case of an emergency requiring immediate purchase of supplies or services, the City Manager may authorize the purchase without complying with the procedures set forth herein. The City Manager shall file with the City Council a full written report noting the circumstances requiring an emergency purchase at the conclusion of the emergency.

4. *Cooperative Purchasing.* The requirements for competitive purchasing shall not apply to purchases made through or with the State of Missouri or any governmental agency that operates a cooperative procurement program and allows the City to purchase supplies or services that the State or agency has competitively purchased or negotiated.

5. *Ongoing Contracts.* The City Manager is authorized to purchase electric, telephone, water, and gas services from the current providers of said services and to renew computer software licenses, maintenance contracts, and contracts requiring annual renewal or payment after initial approval by the City Council, provided the costs of said contracts do not exceed the amount approved in the current year's budget.

6. *Public biddings and auctions.* The City may participate in public biddings and auctions without formal compliance with the requirements contained herein if such participation is approved by the City Council and price quotes for comparable items have been previously obtained and such purchases at public biddings and auctions shall not exceed the price quotes.

SECTION SEVEN: SECURITY FOR PUBLIC WORKS PROJECTS

1. *Public works project defined.* For purposes of this Policy, a public works project is a construction project involving building, altering, improving, demolishing, or non-routine repair of any public infrastructure facility, including any public structure, public building, or other public improvement of any kind to real property. It does not include the routine operation, repair, or maintenance of any existing public infrastructure facility, including structures, buildings, or real property.

2. *Bid security.* Bid security, in the form of a bond provided by a surety company authorized to do business in Missouri or the equivalent in cash, shall be required for all for all public works projects. Bid security shall be in an amount equal to at least five (5) percent of the amount bid. The bid security shall be forfeited to the City if the bidder to whom an award is made fails to enter into the required contract or fails to deliver a required performance or payment bond within the time specified in the bid solicitation or within a reasonable time if not time is specified. Bid security shall be returned to the unsuccessful bidders after an award has been made or bids have been rejected.

3. *Contract performance and payment bonds.* When a construction contract is awarded for a public works project that provides for interim payments prior to the completion of the project, the contractor shall deliver:

- a. A performance bond or a cash security in an amount equal to one hundred (100) percent of the contract awarded;
- b. A payment bond or a cash security for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of construction work provided for in the contract; and
- c. Such additional bonds or cash security for the purpose and amount deemed necessary to the best interests of the City.

Any such bond shall be satisfactory to the City Attorney and executed by a surety company authorized to do business in Missouri and having a rating of at least "A+" from Best's or "AA" from Standard and Poor's to show it is solvent.

SECTION EIGHT: SPECIFIED PROFESSIONAL SERVICES FOR PUBLIC WORKS PROJECTS

1. To procure engineering, architectural and land surveying services for a public works project, the City shall request the qualifications of such professionals by soliciting or advertising in an acceptable format for a minimum of five (5) business days prior to the date of opening of the sealed responses.

2. The request shall include:
 - a. A description of the services to be procured and the scope of project work;
 - b. A resume of the firm's qualifications and performance data;
 - c. The capacity and capability of the firm to perform the work in question within the time limitations fixed for the completion of the project;
 - d. Past record of the performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules;

- e. The firm's proximity to and familiarity with the area in which the project is located; and
- f. Dates the firm was authorized to conduct business and registered in the State of Missouri in their particular profession.

3. After securing the above information, the City shall determine the firm considered best qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.

4. If the City is unable to negotiate a contract with the firm selected, negotiations with that firm shall be terminated and the City shall undertake negotiations with another of the qualified firms.

5. If there is a failing of contract with the second firm, negotiations with such firm shall be terminated and the City shall undertake negotiations with a third qualified firm.

6. If the City is unable to negotiate a contract with the third firm, the City shall reevaluate the necessary architectural, engineering or land surveying services and once again prepare a list of qualified firms and proceed in accordance with this Section.

7. The requirements of Paragraphs One and Two of this Section may be waived if the City utilizes Missouri's Local Public Agency Program or a similar governmental agency for the selection of and contracting with the professional service provider.

SECTION NINE: MISCELLANEOUS REGULATIONS

1. *Expenditures must be budgeted.* All purchases for goods or services must be authorized by in the budget for the current fiscal year as approved by the City Council. Any purchase not provided for in the current fiscal year budget must receive the prior approval of the City Council. The Finance Director shall determine whether a proposed purchase is so authorized.

2. *Purchase orders.* Any purchase of \$1,500.00 or more requires a purchase order from the Finance Director, in addition to compliance with all applicable requirements of this Ordinance.

3. *Purchases under \$10,000.00.* While not required for goods or services with an anticipated cost under ten thousand dollars (\$10,000), use of an approved solicitation form, as provided in Section Three hereof, is encouraged to increase efficiency and conformity of purchasing decisions.

4. *Subdividing prohibited.* No purchase shall be subdivided to avoid the purchase limits of Section Two hereof.

5. *Endorsements prohibited.* It is the policy of the City to deny the use, in any form or medium, of the name of the City or an employee's name or position as supporting a vendor, good, or service without the approval of the City Council. The City Manager is authorized to respond to requests for references, which responses shall be limited to actual performance as it relates to customer service, delivery, cost, or efficiency.

6. *Change Orders Prior to Delivery.* The City Manager may, but need not, approve change orders in contracts awarded by the City Council prior to the delivery of the contract goods or services, provided that: (a) the proposed changes were initiated by the City or are in response to conditions unforeseen at the time the contract was awarded, (b) the total cost of said change orders do not exceed ten (10) percent of the value of the contract or an amount determined by the council at the time of the award of the contract, (c) the change order does not materially alter the purpose of the contract, and (e) sufficient funds are available in the current year's budget. If the City Manager does not approve a change order, the change order shall be presented to the City Council for consideration and action. No change order will be approved after the delivery of the good or service at issue.

7. *Bid Security and Performance and Payment Bonds.* The City may require bid security, and performance and payment bonds, as part of any bid solicitation in accord with the requirements of Section Six hereof.

8. *Legal Compliance.* The City shall include within bid solicitations for public works projects, and shall ensure for such projects, the need for compliance with applicable state and federal laws, including but not limited to the Prompt Payment (RSMo 34.057), American Products (RSMo 34.353), Payment Bonds (RSMo 107.170), Proof of Lawful Presence (RSMo 208.009), Prevailing Wage (RSMo 290.210 et seq.), and OSHA Training (RSMO 292.675).

9. *Inspections and Testing.* The City shall inspect or cause the inspection of all deliveries of goods or services to determine their conformance with the bid and contract specifications and may require tests of samples submitted with bids and samples of deliveries to determine their quality and conformity with the bid specifications.

SECTION TEN: CONFLICTS OF INTEREST

1. Any purchase in which an officer, employee or agent of the City is financially interested, directly or indirectly, shall be void, except that the City Council may waive compliance with this Section before the execution of a transaction or contract when allowed by State law and if it finds such action to be in the best interests of the City.

2. No agent, officer, or employee of the City shall solicit, accept, or receive, directly or indirectly, any gift, whether in the form of money, services, loans, promises or any other form, under circumstances in which it could reasonably be inferred or expected that the gift was intended to influence said person in the performance of his or her official duties or as a reward for any official action.

EFFECTIVE DATE: October 25, 2016 by Resolution 2016-121



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

RESOLUTION 2016-122 – A RESOLUTION APPROVING A CONTRACT WITH PKI FOR THE INSTALLATION, ACCESS, AND TESTING OF TWO MONITORING WELLS IN INDIAN MEADOWS PARK.

Description:

The City received a request from Perkinelmer, Inc (PKI), an environmental consultant, to install and maintain two monitoring wells, near 9615 Huron Drive in Indian Meadows Park, for the purpose of investigating contamination at the Chicago Heights Site in Overland.

City Attorney Paul Martin reviewed the agreement and spoke with a geologist at PKI. It appears that there was a release of contamination at 9979 Page Avenue. Detectable surface contamination at the Overland location has been minimal and is being addressed. However, the EPA requires an investigation into the possibility of groundwater contamination migrating to the south. PKI does not expect to find any contamination at our site – this is simply a precautionary measure required by the EPA. With that said, if there is contamination, the City would not be liable for any cleanup.

The exact location of the wells be approved by the City and the wells will stay in place for a period of five years. The monitoring well covers will be flush with the ground and the project will not interrupt any Park activities. Park and Recreation Director Beverly Tucker-Knight is in support of the agreement and a representative of PKI will be in attendance to answer any questions.

Recommended Action:

Motion to Approve Resolution 2016-122 - A Resolution Approving a Contract with PKI for the Installation, Access, and Testing of Two Monitoring Wells in Indian Meadows Park.

Attachments:

Exhibit – Access and Testing Agreement with Exhibit A.

Funding Request:

Submitted by:

Barbara Sondag

CITY MANAGER

RESOLUTION #2016-122

A RESOLUTION APPROVING A CONTRACT WITH PKI FOR THE INSTALLATION, ACCESS, AND TESTING OF TWO MONITORING WELLS IN INDIAN MEADOWS PARK.

WHEREAS, environmental contamination was discovered at the Chicago Heights Site located in Overland, Missouri; and

WHEREAS, as a part of the current investigation activities being directed by the USEPA, access is requested to install two permanent monitoring wells on a small portion of the Indian Meadows Park; and

WHEREAS, a Testing and Access Agreement has been prepared and reviewed by City's Legal Counsel; and

WHEREAS, the Agreement with PKI provides the City with sufficient insurance and protection;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OLIVETTE, MISSOURI, AS FOLLOWS:

Section 1. The Testing and Access Agreement, as attached here as Exhibit A hereto and fully incorporated herein by this reference, is hereby approved.

Section 2. This Resolution shall be in full force and effect from and after its passage.

PASSED THIS ____ DAY OF _____, 2016.

(SEAL)

Mayor Ruth Springer

ATTEST:

Myra G. Bennett, CMC/MRCC
City Clerk

EXHIBIT A

ACCESS AND TESTING AGREEMENT

The **CITY OF OLIVETTE** ("CITY OF OLIVETTE"), hereby authorizes **PERKINELMER, INC.** ("PKI") and its environmental consultants (one or more independent contractors and/or consultants hired by PKI, together with their subcontractors) to enter the property located at 9615 Huron Drive, Olivette, Missouri known as Indian Meadows Park (the "Property"), to perform environmental investigations for the purposes of complying with the Administrative Order on Consent between PKI and the US EPA Region 7 on the following conditions:

1. The work that is the subject of this Access and Testing Agreement (the "Agreement") is described as follows (collectively referred to as the "Work"):

PKI and/or its environmental consultants will install and maintain two monitoring wells at the Property for ground water sampling purposes due to the investigation of contamination at the Chicago Heights Site located at 9979 Page Avenue in Overland, Missouri. The Work is further described in the attached Exhibit "A", incorporated by reference, and shall be performed in accord with Exhibit A and this Agreement.

The specific location of the wells shall be subject to the approval of the City of Olivette, and the surface of the wells shall be constructed in such a manner as to avoid risk of injury from public traffic and as approved by the City of Olivette.

If there is a conflict between the terms of this Agreement and any of the attachments, the terms of this Agreement shall govern.

2. PKI and its environmental consultants shall maintain at least the following insurance, while performing the Work on the Property, with limits of liability no less than those stated below:

- (a) Comprehensive General Liability: Combined single limit for bodily injury and property damage of not less than \$2,700,000.00 each occurrence and \$2,700,000.00 annual aggregate. Policies shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended.
- (b) Worker's Compensation Insurance and Employer's Liability Insurance: With limits of liability not less than those required by law.

The above minimum levels of insurance are not limitations of liability. It is the responsibility of PKI and its environmental consultants to determine whether additional levels and/or types of insurance are appropriate. Before beginning the Work, PKI and each environmental consultant shall provide the CITY OF OLIVETTE with a certificate evidencing the required insurance. This certificate must name the CITY OF OLIVETTE as an additional insured and must state: **"The City of Olivette and their officers and employees are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."**

3. PKI agrees to provide or cause to be provided to the CITY OF OLIVETTE a copy of all results of any sampling performed at the Property. PKI will also provide or cause to be provided to the CITY OF OLIVETTE a copy of any log of the drilling/cutting and core sample, and information collected on the composition of the soils drilled through and water table mapping, and any post drill testing or logging of the water table location.

4. PKI and its environmental consultants shall perform the Work in accordance with all applicable laws and in a manner that to the greatest practicable extent minimizes interference with the operations of the CITY OF OLIVETTE or with the use of the Property. If the CITY OF OLIVETTE determines that the Work is interfering with its operations, the CITY OF OLIVETTE may stop the Work until mutually agreeable steps are developed to address the CITY OF OLIVETTE's concerns. The parties agree to cooperate and use their best efforts to establish such agreeable steps. In particular, but not by way of limitation:

(a) Employees of PKI and/or its environmental consultants shall not enter into any CITY OF OLIVETTE buildings for any reason.

(b) Employees of PKI and/or its environmental consultants shall not use the telephones, electrical service or other facilities of the CITY OF OLIVETTE.

(c) No vehicles of PKI and/or its environmental consultants shall park on the Property except to the extent necessary to perform the Work.

(d) The Work shall be conducted in a good and workmanlike manner, in accordance with all applicable laws and in a manner that avoids damage to the real and personal property of the CITY OF OLIVETTE, its employees and invitees.

(e) PKI is responsible for assuring that all persons furnished on its behalf to perform the Work are provided with a safe place to work. PKI is responsible for performing any appropriate pre-job surveys and/or hazard analyses. PKI shall provide any personal protective equipment that is required and/or appropriate for the Work.

(f) All persons performing the Work for PKI and/or its environmental consultants shall comply with all known policies and security measures required at the Property, including all applicable federal, state, or local regulations. Employees of PKI and/or its environmental consultants shall have appropriate identification credentials at all times while on the Property and shall not be permitted to carry firearms or other weapons while on the Property.

5. The CITY OF OLIVETTE shall be notified at least five (5) business days in advance of any performance of the Work planned at the Property. If the CITY OF OLIVETTE reasonably determines that the proposed dates for the Work will interfere with its business activities then the CITY OF OLIVETTE may require PKI to reschedule the Work on alternate dates to avoid such interference. The parties shall negotiate in good faith to arrive at mutually agreeable alternate dates to perform the Work, taking into account any governmental requirements with respect to the Work to be conducted on the Property.

6. PKI and its environmental consultants shall keep the Property in a clean and neat condition. PKI shall remove or cause to be removed from the Property all waste created by the Work at the end of each day during which Work is performed. After the completion of the Work, PKI shall restore the Property to as close to its original condition as reasonably possible, as reasonably determined by the City of Olivette. If the CITY OF OLIVETTE, in its sole discretion, decides to allow PKI to abandon in place any wells and related structures (provided such abandonment is authorized by the government and is in compliance with all applicable laws, including but not limited to the Missouri Well Construction Rules or applicable successor regulations), then such abandonment shall be performed in a manner acceptable to the CITY OF OLIVETTE. As between the CITY OF OLIVETTE and PKI, PKI shall be solely responsible for all abandoned items in perpetuity and this responsibility shall survive the termination of this Agreement.

7. The term of this Agreement shall be five (5) years, commencing on the date that PKI begins the Work, provided that the Agreement shall terminate earlier if PKI completes the Work prior to the end of the five (5) year

term.

(a) Should PKI fail to comply with the terms of this Agreement, the CITY OF OLIVETTE may terminate this Agreement after providing PKI with written notice of the alleged breach.

(b) The term of this Agreement may be extended by written agreement of the parties.

8. PKI shall be responsible for and defend, indemnify and hold the CITY OF OLIVETTE (including its parent, affiliates, subsidiaries, employees, officers, invitees and agents) harmless against any and all losses, claims and/or damages whatsoever resulting from the Work, including reasonable consultant or attorney fees. This shall include claims by any party as well as losses incurred by the CITY OF OLIVETTE.

9. PKI shall be responsible for the acts of its agents, contractors, environmental consultants, employees and invitees. The terms of this Agreement shall apply equally to all such parties and PKI shall be responsible for any breach or actions by these parties while on the CITY OF OLIVETTE property as a result of this Agreement or in the performance of the Work.

10. PKI shall release and hold the CITY OF OLIVETTE (including its parent, affiliates, subsidiaries, employees, officers, invitees and agents) harmless for loss or damage to the property and/or equipment of PKI and/or its environmental consultants, except where such loss or damage to property and/or equipment results from the willful misconduct of the CITY OF OLIVETTE.

11. All field activities shall be coordinated with the following the CITY OF OLIVETTE Representative:

Name: Barbara Sondag
Title: City Manager – City of Olivette
Address: 9473 Olive Boulevard, Olivette, Mo 63132
Phone: 314-993-0444
Email: bsondag@olivettemo.com

12. All completed reports submitted to a governmental agency and other test results required to be provided pursuant to paragraph 3 of this Agreement shall be submitted in electronic copy to the following the CITY OF OLIVETTE Representatives:

Name: Barbara Sondag
Title: City Manager – City of Olivette
Address: 9473 Olive Boulevard, Olivette, Mo 63132
Phone: 314-993-0444
Email: bsondag@olivettemo.com

13. This Agreement is binding upon and inures to the benefit of the CITY OF OLIVETTE and PKI and their respective heirs, executors, administrators, personal representatives, successors, transferees and assigns; provided, however, that this Agreement may be assigned only on written approval of the non-assigning party, which approval shall not be unreasonably withheld.

14. This Agreement constitutes the parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

15. The CITY OF OLIVETTE does not waive any type of redress, including but not limited to, any right it may have to seek compensation for injuries, damages, or losses resulting from contamination.

16. The CITY OF OLIVETTE and PKI acknowledge that this Agreement has been negotiated at arm's-length and, therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this document.

17. If any part of this Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

18. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.

19. This Agreement must be construed and its performance enforced under Missouri law.

20. Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

IN WITNESS HEREOF, the parties hereto are authorized and have executed this Agreement on the day and year first written below.

PERKINELMER, INC.

_____ By: _____
Date Name: _____
Title: _____

CITY OF OLIVETTE

_____ By: _____
Date Name: _____
Title: _____

EXHIBIT A

CITY OF OLIVETTE - INDIAN MEADOWS PARK INVESTIGATION ACTIVITIES

CHICAGO HEIGHTS SITE September/October 2016

Burns & McDonnell is performing investigation activities at the Chicago Heights Site located in Overland, Missouri, in fall 2016. As part of current investigation activities being directed by USEPA, access is requested to install two (2) permanent monitoring wells on a small portion of the Indian Meadows Park located at 9615 Huron Drive, Olivette, Missouri, as illustrated below. Access will also be needed to periodically sample these monitoring wells.

The monitoring wells will be installed into bedrock to an estimated depth of 75 feet below ground surface; however, the actual depth will be based on observations during installation. Installation activities will be completed using a roto-sonic drill rig over a duration of two to three days at each location. Wireline coring drilling procedures will be used to obtain a core of the bedrock for characterization. The monitoring wells will be installed in accordance with the Missouri Well Construction Rules. Each monitoring well will be completed with an approximate 1.5 foot by 1.5 foot flush-mount surface cover.

Minimal disruption to park activities are anticipated. A work area surrounding each monitoring well location is requested for completion of installation activities. The entry route to the work area will be coordinated with the City of Olivette. Following installation, the ground surface will be restored to match the surrounding conditions. Once installed, the monitoring well will not impact park operations. Future routine groundwater sampling will be performed at a frequency to be determined by USEPA. The monitoring wells will be abandoned upon approval from the USEPA in accordance with the Missouri Well Construction Rules.



General

- A Missouri One-Call Utility Locate (1-800-DIG-RITE) will be performed a minimum of 48 hours prior to commencement of field activities, and a private utility locating service will be completed in the investigation area to clear all known utilities in preparation for field activities; Assistance is requested to assist in locating utilities within the property prior to commencement of field activities.
- Solid and liquid investigation derived waste generated during investigation activities will be removed from the property.
- Plugging Registration Records and/or Monitoring Well Installation Records for all locations will be submitted as required by the Missouri Well Construction Rules to the Missouri Division of Geology and Land Survey (DGLS).

End of Document



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

RESOLUTION 2016-123 - A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDERS #25, #32, AND #36 OF THE CONTRACT BETWEEN THE CITY OF OLIVETTE AND UNITED CONSTRUCTION FOR CONSTRUCTION OF THE NEW CITY CENTER.

Description:

The City Council is asked to approve a resolution authorizing execution of three change orders of the contract between the City of Olivette and United Construction for construction of the new City Center. Change orders over \$10,000 require City Council approval. Change Order #25 in the amount of \$12,982, includes costs of labor and materials associated with internet and networking infrastructure upgrades. Change Order #32, in the amount of \$90,152, includes cost and labor associated with the decision to upgrade sections of the parking area from pervious concrete to permeable pavers. Change Order #36, in the amount of \$40,181, includes costs of labor and materials associated with upgrading the parking area from asphalt to concrete. While change orders 32 and 36 add cost at construction, both change orders will provide a higher quality product and reduce future maintenance costs.

The project remains within budget with over 40% of contingency available.

Recommended Action:

The Council is asked to approve Resolution 2016-123 authorizing the execution of Change Orders #25, 32, and 36 of the contract between the City of Olivette and United Construction for construction of the new City Center.

Attachments:

1. Resolution
2. Change Orders

Funding Request: Fund 26

Submitted by:

Barbara Sondag
CITY MANAGER

RESOLUTION #2016-123

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDERS #25, #32, and #36 OF THE CONTRACT BETWEEN THE CITY OF OLIVETTE AND UNITED CONSTRUCTION FOR CONSTRUCTION OF THE NEW CITY CENTER.

WHEREAS, the City of Olivette, Missouri (the “City”) entered into a contract with United Construction for the construction of new City Center at a contract sum of \$8,812,000; and

WHEREAS, the contract stipulated that change orders over the amount of \$10,000 required the approval of the Olivette City Council; and

WHEREAS, change order #25, in the amount of \$12,982, includes costs of labor and materials associated with network infrastructure improvements;

WHEREAS, change order #32, in the amount of \$90,152, includes cost and labor associated with replacing pervious concrete with permeable pavers in some sections of the parking area;

WHEREAS, change order # 36, in the amount of \$40,181, includes costs of labor and materials associated with replacing asphalt pavement with concrete pavement in some sections of the parking area;

WHEREAS, all change orders were reviewed and approved by Archimages and PARIC for accuracy and reasonableness;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OLIVETTE, MISSOURI, AS FOLLOWS:

Section 1. Change Orders #25, #32, and #36, (**Exhibit A**) of the contract between the City of Olivette and United Construction for construction of the new City Center be approved, and that the City Manager be authorized to execute the change orders.

Section 2. This Resolution shall be in full force and effect from and after its passage.

PASSED THIS ____ DAY OF _____, 2016.

(SEAL)

Mayor Ruth Springer

ATTEST:

Myra G. Bennett, CMC/MRCC
City Clerk

Exhibit A
Change Orders #25, #32, and #36

AIA[®] Document G701[™] – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 025	OWNER: <input checked="" type="checkbox"/>
Olivette Municipal Center	DATE: October 21, 2016	ARCHITECT: <input checked="" type="checkbox"/>
1150 Dielman Road		CONTRACTOR: <input checked="" type="checkbox"/>
Olivette, MO 63132		FIELD: <input checked="" type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: 13069.2	OTHER: <input checked="" type="checkbox"/>
United Construction	CONTRACT DATE: February 10, 2016	
12747 Olive Blvd., Ste 101	CONTRACT FOR: General Construction	
St. Louis, MO 63141		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR 017R - Cost for additional low voltage REJIS infrastructure upgrades per WCPR #004.

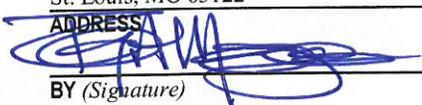
The original Contract Sum was	\$ 8,812,000.00
The net change by previously authorized Change Orders	\$ 426,866.00
The Contract Sum prior to this Change Order was	\$ 9,238,866.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 12,982.00
The new Contract Sum including this Change Order will be	\$ 9,251,848.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is April 12, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Archimages, Inc.
ARCHITECT *(Firm name)*
 143 West Clinton Place
 St. Louis, MO 63122
ADDRESS

BY *(Signature)*
 Roy A. Mangan
(Typed name)
 October 21, 2016
DATE

United Construction
CONTRACTOR *(Firm name)*
 12747 Olive Blvd., Ste 101
 St. Louis, MO 63141
ADDRESS

BY *(Signature)*
 Kent Koenemann
(Typed name)

DATE

City of Olivette
OWNER *(Firm name)*
 9473 Olive Blvd.
 Olivette, MO 63132
ADDRESS

BY *(Signature)*
 Barb Sondag
(Typed name)

DATE



Change Order Request - Estimate Summary

COR #:	17 - RE-REVISED	DESCRIPTION OF WORK:	This COR includes the cost to provide additional IT racks and cables to closets 125 and 247		
PROJECT #:	U-1202				
PROJ. TITLE:	Olivette Municipal Center	PREPARED BY:	KPK	CHECKED BY:	REVISED DATE: 24-Aug-16
COST CODE	DESCRIPTION	AMOUNT	NOTES:		
	Labor (part #1)	0	WCPR #004 was issued by Archimages on June 3, 2016 and included the write-up and description of changes. COR 17 covers the cost to add additional outlets, racks, conduit, cables and fibers to IT closets 125 and 247. See attached subcontractor proposal for details of the cost associated with the additional work. PLEASE NOTE: Briner has already completed the work of extending the 3-4" conduits from IT 125 to the property line so there will be no saving in regards to this request.		
	Labor (part #2)	0			
	Fringes & Burden (part #1) @ %	INCL. ABOVE			
	Fringes & Burden (part #2) @ %	INCL. ABOVE			
01020	Consumables @ 5% of Labor	0			
01045	Safety @ 1% of Labor	0			
	Material (part #1)	0			
	Material (part #2)	0			
	Equipment (part #1)	0			
	Equipment (part #2)	0			
	Subtotal	0			
	Overhead and Profit on Self-Performed Work @ 12 %	0			
	Subtotal	0			
	Total Subcontracts (part #2)	12,364			
	Overhead and Profit on Subcontract Work @ 5 %	618			
	Subtotal	12,982			
			Approval by Owner's Representative: Signature: _____ Date: _____		
	CHANGE PROPOSAL TOTAL =	\$ 12,982			

TIME:
This Change Proposal ADDS: _____ days to our Contract Time
* Extension of Time to be addressed in a separate agreement.
** Additional contract time for this revision cannot be determined yet.



Briner Electric
2466 Old Dorsett Road
Maryland Heights, MO 63043
(314) 298-0800

August 24, 2016

United Construction
12747 Olive Blvd.
Suite 101
St. Louis, MO 63141-6269

Re: Olivette Municipal Center – Change Proposal Request #4 – REVISION #2

Attn: Mr. Kent Koenemann

Dear Kent:

Per your request I have prepared pricing for change proposal request #4 broken down as follows:

1. Not extending 3-4" conduits work is already completed so no credit can be issued.
2. Add 4-30amp 250volt rack outlets \$2,618.00.
3. IT racks **\$2,194.00**
Provide and install two 4 post racks
Deduct cost of furnishing and installing one 2 post rack
4. Cost to add 3 1-1/4" innerducts with 6 cat 6 cables **\$7,425.00**
1-12 strand 50micron OM3 fiber between IT room 125 and 247
5. Add fire rated plywood in IT 247 **\$127.00**
- Total **\$12,364.00**

Clarifications

1. All terms of Briner's original proposal apply.



Olivette Municipal Center – Change Proposal Request #4 REV#2
8-24-16

Respectfully Submitted,

Michael Fogarty Jr.

Michael Fogarty Jr.
LEED AP BD+C
Senior Vice President

COLTRANE SYSTEMS

Prepared by: Pat Hess

Coltrane Systems

9746 N Elm Ave

Kansas City MO 64157

Cell: 816-590-6668

Voice Data Work Change Proposal

Material and Labor breakdown:

Coltrane Systems Material and Labor Breakdown

IT Racks:

Material		
Material Cost		\$1,135.48
Sales Tax		\$0.00
Consumables		\$0.00
Material Cost		<hr/>
		\$1,135.48
* Labor		
8.5 hrs. Journeyman	\$61.79	\$525.22
2 hrs. Foreman	\$64.87	\$129.74
Labor Cost		<hr/>
		\$654.96
Tools, Equipment & Deliveries:		
Consumables		\$75.00
Small Tools		\$0.00
Tools, etc. Cost		<hr/>
		\$75.00
Overhead and Fee	12%	\$223.85
Total Direct Coltrane Systems Charges		\$2,089.29

Plywood:

Material	
Material Cost	\$80.00
Sales Tax	\$0.00
Consumables	\$0.00
	<hr/>

Material Cost			\$80.00
Labor			
.5 hrs. Journeyman	\$61.79	\$30.90	
0 hrs. Foreman	\$64.87	\$0.00	
Labor Cost			\$30.90
Tools, Equipment & Deliveries:			
Consumables		\$10.00	
Small Tools		\$0.00	
Tools, etc. Cost			\$10.00
Overhead and Fee	12%		\$10.80
Total Direct Coltrane Systems Charges			\$120.90

Innerduct/CAT6/Fiber

Material			
Material Cost		\$2,528.47	
Sales Tax		\$0.00	
Consumables		\$0.00	
Material Cost			\$2,528.47
* Labor			
52 hrs. Journeyman	\$61.79	\$3,213.08	
10 hrs. Foreman	\$64.87	\$648.70	
Labor Cost			\$3,861.78
Tools, Equipment & Deliveries:			
Consumables		\$100.00	
Small Tools		\$65.00	
Tools, etc. Cost			\$165.00
Overhead and Fee	12%		\$786.63
Total Direct Coltrane Systems Charges			\$7,071.88

Total: \$9,282.07

Taxes Not Included

Briner Electric Co.
 2466 Old Dorsett Rd.
 Maryland Heights. Mo.

8/24/2016

Olivette Municipal Center
 CPR#4 Innerduct, cat6, fiber

Material			
	Material Cost		\$0.00
	Sales Tax		\$0.00
	Consumables		\$0.00
	Material Cost		<u>\$0.00</u>
* Labor			
	0 hrs. Journeyman	\$70.25	\$0.00
	0 hrs. Foreman	\$75.42	\$0.00
	hrs. General Foreman	\$80.59	\$0.00
	Labor Cost		<u>\$0.00</u>
Tools, Equipment & Deliveries- to be updated to latest NECA rates			
	0 Deliveries	\$150.00	\$0.00
	0 Service Truck / Day	\$88.96	\$0.00
	0 days 24' scissors lift rental	\$108.67	\$0.00
	Consumables		\$0.00
	Small Tools		\$0.00
	Tools, etc. Cost		<u>\$0.00</u>
	Overhead and Fee	12%	\$0.00
	Total Direct Briner Charges		\$0.00
	General Conditions		\$0.00
Subcontract			
	Subcontract Amount		\$7,071.88
	Fee	5%	<u>\$353.59</u>
			\$7,425.47
	Engineering		\$0.00
	Total All		<u>\$7,425.47</u>
	TOTAL THIS PROPOSAL		<u>\$7,425.00</u>

* Labor rate valid for work performed no later than May 31, 2016

Briner Electric Co.
 2466 Old Dorsett Rd.
 Maryland Heights. Mo.

8/24/2016

Olivette Municipal Center
 CPR#4 IT Racks

Material			
	Material Cost		\$0.00
	Sales Tax		\$0.00
	Consumables		\$0.00
	Material Cost		<u>\$0.00</u>
* Labor			
	0 hrs. Journeyman	\$70.25	\$0.00
	0 hrs. Foreman	\$75.42	\$0.00
	hrs. General Foreman	\$80.59	\$0.00
	Labor Cost		<u>\$0.00</u>
Tools, Equipment & Deliveries- to be updated to latest NECA rates			
	0 Deliveries	\$150.00	\$0.00
	0 Service Truck / Day	\$88.96	\$0.00
	0 days 24' scissors lift rental	\$108.67	\$0.00
	Consumables		\$0.00
	Small Tools		\$0.00
	Tools, etc. Cost		<u>\$0.00</u>
	Overhead and Fee	12%	\$0.00
	Total Direct Briner Charges		\$0.00
	General Conditions		\$0.00
Subcontract			
	Subcontract Amount		\$2,089.29
	Fee	5%	<u>\$104.46</u>
			\$2,193.75
	Engineering		\$0.00
	Total All		<u>\$2,193.75</u>
	TOTAL THIS PROPOSAL		<u>\$2,194.00</u>

* Labor rate valid for work performed no later than May 31, 2016

Briner Electric Co.
 2466 Old Dorsett Rd.
 Maryland Heights. Mo.

8/24/2016

Olivette Municipal Center
 CPR#4 Plywood

Material			
	Material Cost		\$0.00
	Sales Tax		\$0.00
	Consumables		\$0.00
	Material Cost		<u>\$0.00</u>
* Labor			
	0 hrs. Journeyman	\$70.25	\$0.00
	0 hrs. Foreman	\$75.42	\$0.00
	hrs. General Foreman	\$80.59	\$0.00
	Labor Cost		<u>\$0.00</u>
Tools, Equipment & Deliveries- to be updated to latest NECA rates			
	0 Deliveries	\$150.00	\$0.00
	0 Service Truck / Day	\$88.96	\$0.00
	0 days 24' scissors lift rental	\$108.67	\$0.00
	Consumables		\$0.00
	Small Tools		\$0.00
	Tools, etc. Cost		<u>\$0.00</u>
	Overhead and Fee	12%	\$0.00
	Total Direct Briner Charges		\$0.00
	General Conditions		\$0.00
Subcontract			
	Subcontract Amount		\$120.90
	Fee	5%	<u>\$6.05</u>
			\$126.95
	Engineering		\$0.00
	Total All		<u>\$126.95</u>
	TOTAL THIS PROPOSAL		<u>\$127.00</u>

* Labor rate valid for work performed no later than May 31, 2016



8170 LACKLAND RD
 SAINT LOUIS MO 63114-4524
 Phone: 314-573-1513
 Fax: 314-573-0024

To: COLTRANE SYSTEMS
 8747 BIG BEND BLVD
 WEBSTER GROVES MO 63119-3729
 Attn: Pat Hess
 Phone: 314-961-8731
 Fax:
 Email: jared.chisholm@graybar.com

Date: 06/09/2016
Proj Name: OLIVETTE MUNICIPAL BLDG.
GB Quote #: 0225298076
 Valid From: 06/07/2016
 Valid To: 07/07/2016
 Contact: Jared Chisholm
 Email: jared.chisholm@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	600 EA	ENDOT INDUSTRIES	IPR 125 25 17 02-4000	1-1/4IN PLNM ORG W/TAPE	\$1.84	1	\$1,104.00
GB Part #: 22127258		UPC #:					
200	200 EA	CORNING OPTICAL	M-5-PN-12-DN-LE-AQ-	012T88-33180-29 CCS-CUT REEL	\$1,505.35	1000	\$301.07
GB Part #: 25259259		UPC #:					
300	24 EA	PANDUIT ELECTRICAL	FLCSMCXAQY	LC OPTICAM 10GIG 50/125UM	\$13.48	1	\$323.52
GB Part #: 25076125		UPC #: 07498304748					
500	2 EA	PANDUIT ELECTRICAL	FAP6WAQDLCZ	FAP(6)AQUA LC DPLX W/ZIRCINIA CER SPLT SL	\$71.42	1	\$142.84
GB Part #: 25047832		UPC #: 07498337657					
600	24 EA	PANDUIT ELECTRICAL	FX2ERLNLNSNM001	OM3 2 FBR RISE LC DUPLX - LC DUPLX 1M	\$33.90	1	\$813.60
GB Part #: 25526084		UPC #: 07498392193					
700	2 EA	PANDUIT ELECTRICAL	R4P	PANNET 4-POST RK (30IN)	\$567.74	1	\$1,135.48
GB Part #: 25259634		UPC #: 07498308904					

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: COLTRANE SYSTEMS
8747 BIG BEND BLVD
WEBSTER GROVES MO 63119-3729
Attn: Pat Hess

Date: 06/09/2016
Proj Name: OLIVETTE MUNICIPAL BLDG.
GB Quote #: 0225298076

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
800	1 EA	PANDUIT ELECTRICAL	FRME1U	PANNET RACK MT FIBER	\$138.10	1	\$138.10
GB Part #: 25190397		UPC #: 07498307901					

Total in USD (Tax not included): \$3,958.61

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To: COLTRANE SYSTEMS
8747 BIG BEND BLVD
WEBSTER GROVES MO 63119-3729
Attn: Pat Hess

Date: 06/09/2016
Proj Name: OLIVETTE MUNICIPAL BLDG.
GB Quote #: 0225298076

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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**GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE**

- 1. ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
- 3. RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and **IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.** In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 10. REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11. CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
- 12. FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 13. ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 14. GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
- 15. PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 16. EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.



AIA Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 032	OWNER: <input checked="" type="checkbox"/>
Olivette Municipal Center	DATE: October 21, 2016	ARCHITECT: <input checked="" type="checkbox"/>
1150 Dielman Road		CONTRACTOR: <input checked="" type="checkbox"/>
Olivette, MO 63132		FIELD: <input checked="" type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: 13069.2	OTHER: <input checked="" type="checkbox"/>
United Construction	CONTRACT DATE: February 10, 2016	
12747 Olive Blvd., Ste 101	CONTRACT FOR: General Construction	
St. Louis, MO 63141		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR 030 - Cost to install permeable pavers in lieu of pervious concrete at parking lot.

The original Contract Sum was	\$ 8,812,000.00
The net change by previously authorized Change Orders	\$ 456,795.00
The Contract Sum prior to this Change Order was	\$ 9,268,795.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 90,152.00
The new Contract Sum including this Change Order will be	\$ 9,358,947.00

The Contract Time will be increased by Zero (0) days.

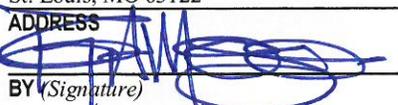
The date of Substantial Completion as of the date of this Change Order therefore is April 12, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Archimages, Inc.
ARCHITECT *(Firm name)*

143 West Clinton Place
 St. Louis, MO 63122
ADDRESS

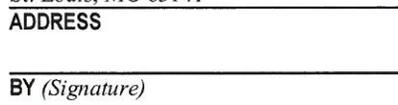

BY *(Signature)*

Roy A. Mangan
(Typed name)

October 21, 2016
DATE

United Construction
CONTRACTOR *(Firm name)*

12747 Olive Blvd., Ste 101
 St. Louis, MO 63141
ADDRESS

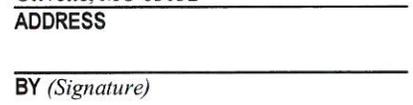

BY *(Signature)*

Kent Koenemann
(Typed name)

DATE

City of Olivette
OWNER *(Firm name)*

9473 Olive Blvd.
 Olivette, MO 63132
ADDRESS


BY *(Signature)*

Barb Sondag
(Typed name)

DATE



CONSTRUCTION ENT. CO.

Olivette Municipal Center
 1150 Dielman Road, Olivette, MO 63132
 United Construction Project # U-1202

Change Order Request - Estimate Summary

COR #:	30	DESCRIPTION OF WORK:	This COR includes the cost to furnish and install Permeable Pavers in lieu of Pervious Concrete.			
PROJECT #:	U-1202	PREPARED BY:	KPK	CHECKED BY:		DATE: 30-Aug-16
PROJ. TITLE:	Olivette Municipal Center					
COST CODE	DESCRIPTION	AMOUNT	NOTES:			
	Labor (part #1)	0	All areas that were previously scheduled to receive pervious concrete will now be finished with permeable pavers. These areas total approximately 15,300 SF. The perimeter curbs, underdrain piping and most of the rock base will still be installed by Vee Jay and Kelpie, but the top course of rock and the pavers will be installed by Rosch as detailed on the attached proposals. This proposal is based on the assumption that Rosch Company will sign the subcontract from United Construction with all of the terms and conditions that apply to this project.			
	Labor (part #2)	0				
	Fringes & Burden (part #1) @ %	INCL. ABOVE				
	Fringes & Burden (part #2) @ %	INCL. ABOVE				
01020	Consumables @ 5% of Labor	0				
01045	Safety @ 1% of Labor	0				
	Material (part #1)	0				
	Material (part #2)	0				
	Equipment (part #1)	0				
	Equipment (part #2)	0				
	Subtotal	0				
	Overhead and Profit on Self-Performed Work @ 12 %	0				
	Subtotal	0				
	Total Subcontracts (part #2)	85,859				
	Overhead and Profit on Subcontract Work @ 5 %	4,293				
	Subtotal	90,152				
	CHANGE PROPOSAL TOTAL =	\$ 90,152				

Approval by Owner's Representative:

Signature: _____

Date: _____

TIME:
This Change Proposal ADDS: _____ days to our Contract Time
* Extension of Time to be addressed in a separate agreement.
** Additional contract time for this revision cannot be determined yet.



Kelpe Contracting, Inc. - Bid Proposal

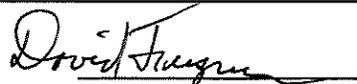
P.O. Box 100 Wildwood, Missouri 63038-0100

Phone: (636) 458-1400 Fax: (636) 458-1902

<i>Proposal Number:</i>		<i>Enter Job Name and Site Location Below:</i> Olivette Municipal Center Page 1 of 1
<i>Date:</i> 8/12/2016	<i>Plan date:</i>	
<i>Customer Name:</i> United Construction		
<i>Address:</i> 12747 Olive Blvd Ste 101		
<i>City, State, Zip:</i> St. Louis, Mo. 63141		
<i>Revision Date:</i>	<i>Prop. Valid Until:</i>	

Terms:
 (INSERT NAME HERE),
 The following is our proposal for...

Qty.	Unit	Description	Unit Price	Ext. Price
-1	ea	Adjust top grade of rock base for pervious pavement less 3" for installing pavers instead of concrete	5,260.00	-5,260.00


 INITIAL ABOVE

Proposal Total	-\$5,260.00
-----------------------	--------------------



August 26, 2016

To: Paric
77 Westport Plaza, Suite 250
St. Louis, MO 63146

Attention: Jen Kissinger

Project: Olivette Municipal Complex

Permeable Pavers

We submit the following proposal for your consideration:

Furnish and install approximately **15,300 sq. ft. of Permeable Pavers**
according to the plans and specifications submitted\$ **147,515.00**

Breakdown:

Material.....\$ **59,813.00**
Labor and Equipment.....\$ **87,702.00**

PRICE INCLUDES:

- Approximately **15,300 sq. ft.** of 5" x 10" x 3.125" Aqua Bric Permeable Pavers
 - 2" setting bed
 - 4" open graded base
 - Sweep joints with trap rock
 - MSD Type 4 Geotextile Filter Fabric
 - Cut pavers to fit
 - Color to be determined from manufacturers full range of colors
 - Clean up of our debris to GC dumpster
 - Sales Tax, Taxes (employee), drug free workmen, insurance, office staff, and equipment.
- Complete scope of work as described above – Per Plan C05 dated 03/03/16.**

PRICE EXCLUDES:

- 12" – 16" Rock Sub Base (by others)**
- PVC piping**
- Observation wells**
- Herbicide/Paver sealant
- Landscaping and/or planting
- Mass excavation for the subgrade
- Paver Edge Restraints, Concrete curbing / edging
- Surveying and/or Lay-outs
- Traffic Control, Utility repair and/or relocation
- SWPPP Control Measures
- Signage

ROSCH Company proposes to perform the above work in accordance with the drawings and specifications submitted, completed in a substantial workmanlike manner for the sum of: **\$ 147,515.00**

Clint Moss	Date	Accepted by	Date
------------	------	-------------	------

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Olivette Municipal Center 1150 Dielman Road Olivette, MO 63132	CHANGE ORDER NUMBER: 036 DATE: October 21, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input checked="" type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): United Construction 12747 Olive Blvd., Ste 101 St. Louis, MO 63141	ARCHITECT'S PROJECT NUMBER: 13069.2 CONTRACT DATE: February 10, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR 035 - Cost to provide concrete pavement in lieu of asphalt pavement.

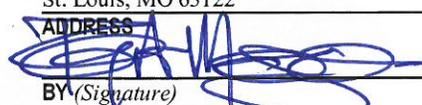
The original Contract Sum was	\$ 8,812,000.00
The net change by previously authorized Change Orders	\$ 553,880.00
The Contract Sum prior to this Change Order was	\$ 9,365,880.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 40,181.00
The new Contract Sum including this Change Order will be	\$ 9,406,061.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is April 12, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Archimages, Inc. ARCHITECT (Firm name)	United Construction CONTRACTOR (Firm name)	City of Olivette OWNER (Firm name)
143 West Clinton Place St. Louis, MO 63122 ADDRESS	12747 Olive Blvd., Ste 101 St. Louis, MO 63141 ADDRESS	9473 Olive Blvd. Olivette, MO 63132 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Roy A. Mangan (Typed name)	Kent Koenemann (Typed name)	Barb Sondag (Typed name)
October 21, 2016 DATE	DATE	DATE



Change Order Request - Estimate Summary

COR #:	35 REVISED		DESCRIPTION OF WORK:	This COR includes the cost to install concrete in lieu of asphalt pavement per WCPR #008.		
PROJECT #:	U-1202		PREPARED BY:	KPK	CHECKED BY:	DATE: 21-Oct-16
PROJ. TITLE:	Olivette Municipal Center					
COST CODE	DESCRIPTION	AMOUNT	NOTES:			
	Labor (part #1)	0	Please refer to the attached price information from McFry, Kelpie and Vee Jay for details of the cost included in this proposal. While some of these costs are related to the permeable pavers they are attributable to drawing and work sequencing changes for this WCPR #008. Hauling cost from McFry is based on Contract Unit Prices and could be less if we can leave some of the excess soil on site from the paver excavation. This may be possible on the south end of the property. This REVISED COR includes the site parking signs and wheel stops that were included in the C&B Paving scope of work, but will still be required with the concrete pavement.			
	Labor (part #2)	0				
	Fringes & Burden (part #1) @ %	INCL. ABOVE				
	Fringes & Burden (part #2) @ %	INCL. ABOVE				
01020	Consumables @ 5% of Labor	0				
01045	Safety @ 1% of Labor	0				
	Material (part #1)	0				
	Material (part #2)	20,672				
	Equipment (part #1)	0				
	Equipment (part #2)	0				
	Subtotal	20,672				
	Overhead and Profit on Self-Performed Work @ 0 %	0				
	Subtotal	20,672				
	Total Subcontracts (part #2)	18,580				
	Overhead and Profit on Subcontract Work @ 5 %	929				
	Subtotal	19,509				
CHANGE PROPOSAL TOTAL =		\$ 40,181				

Approval by Owner's Representative:

Signature: _____

Date: _____

TIME:
This Change Proposal ADDS: _____ days to our Contract Time
* Extension of Time to be addressed in a separate agreement.
** Additional contract time for this revision cannot be determined yet.

Kent Koenemann

From: Doug Pavis <dpavis@mcfry-excavating.com>
Sent: Wednesday, October 05, 2016 8:11 AM
To: Kent Koenemann
Subject: RE: OMC- WCPR#008 PAVERS/CONCRETE PAVEMENT

Kent,

For Paver Sections C, D & E, figuring we will excavate +/- 2' deep below subgrade, I figure we have 646 CY in those 3 areas.

The unit prices I supplied at bid time were \$15.50 per CY for haul off and \$11.50 per CY for import & place.

I guess we'll just have to see how much actually has to be hauled off at the time we excavate them. Hopefully some of the material can just be thrown behind curbs. Section D may be the problem since we won't be able to reach the curbs and will have to double handle the material.

Also, Jeff has been calling Tim to get started on putting the rest of the p-lot to subgrade, but Tim says because of all the cars parked on the project, there is only about a 12' x 12' area to work. I understand the parking constraints on the project but I have to at least get an area cleared big enough to allow my guys to get a day or so of work in to make it worth my mobing in. I cannot mob in for just an hour or two of work.

Let me know if the above is what you are looking for.

Thanks!!

Doug Pavis
Operations Manager
McFry Excavating
Phone: 636-386-4779
Fax: 636-386-4780

From: Kent Koenemann [mailto:kentk@unitedconst.com]
Sent: Tuesday, October 04, 2016 3:42 PM
To: dpavis <dpavis@mcfry-excavating.com>
Subject: RE: OMC- WCPR#008 PAVERS/CONCRETE PAVEMENT

Doug,

I need a lump sum or a quantity x unit price.

Kent

From: dpavis [mailto:dpavis@mcfry-excavating.com]
Sent: Tuesday, October 04, 2016 3:13 PM
To: Kent Koenemann <kentk@unitedconst.com>
Subject: RE: OMC- WCPR#008 PAVERS/CONCRETE PAVEMENT



Kelpe Contracting, Inc. - Bid Proposal

P.O. Box 100 Wildwood, Missouri 63038-0100

Phone: (636) 458-1400 Fax: (636) 458-1902

Proposal Number:		Enter Job Name and Site Location Below: Olivette Municipal Center Page 1 of 1
Date: 9/29/2016	Plan date: 9/20/2016	
Customer Name: United Construction		
Address: 12747 Olive Blvd Ste 101		
City, State, Zip: ST. Louis, Mo. 63141		
Revision Date:	Prop. Valid Until:	

(INSERT NAME HERE),
 The following is our proposal for...

Qty.	Unit	Description	Unit Price	Ext. Price
1	ea	Additional rock base & excavation due to elevation change on BMP sections D & E, mobilization	4,733.00	4,733.00
		Qualifications/Alternates		
		Paver contractor to install pavers, 2" bedding course rock, 4" Open Grade base rock DEDUCT	5,260.00	
		Kelpe to install 4" open grade base rock ADD	5,260.00	
		4" Open Grade base rock upcharge from 2" clean to MSD 1	2,054.00	
		Total ADD 7314.00		

David Kuesner
 INITIAL ABOVE

Proposal Total \$4,733.00

Vee-Jay Cement Contracting Co., Inc.

8053 Chivvis Drive • St. Louis, Missouri 63123-2333 • (314) 351-3366 • FAX (314) 351-5468

General: United Construction
Address: 12747 Olive Street Rd. Suite 101
 St Louis , Mo 63141
Attn: Kent Koenemann
Job: Olivette Municipal Complex
Address: Olivette , Mo.

Date : 9/29/2016

Vee-Jay Job # : 9618

Extra Work Order #

Desc: Per Emailed info - excavate and add 12 to depth of curb in contact with pervious pavers
 leave spoils on site

Material:

Conc	21.0	cy	\$85.00		\$1,785.00
Rock		tons	\$15.00		\$0.00
cure paper		sf	\$0.08		\$0.00
Rebar		lb	\$0.45		\$0.00
Lumber/Forms		lf	\$1.00		\$0.00
Travel/Per Diem		md	\$100.00		\$0.00
HC Mat		ea	\$150.00		\$0.00

Labor:

2015 Rates - Missouri	S. T.	O. T.		Rate	Rate	
Finisher			hours	\$64.00	\$83.00	\$0.00
Laborer	9		hours	\$61.00	\$77.00	\$549.00
Iron Worker			hours	\$68.00	\$102.00	\$0.00
Operator	9		hours	\$67.25	\$99.50	\$605.25
Carpenter			hours	\$65.00	\$104.00	\$0.00
Operator + Bobcat			hours	\$110.00	\$145.00	\$0.00
Superintendent			hours	\$70.00	\$129.00	\$0.00
Teamster w Truck			hours	\$85.00	\$115.00	\$0.00

Equipment:

Truck / Tools-Daily	1	day	\$225.00		\$225.00
Pervious Tools		day	\$300.00		\$0.00
Bobcat	1	day	\$285.00		\$285.00
rental auger	2	day	\$175.00		\$350.00
Compressor/Hammer		day	\$200.00		\$0.00
Telebelt		day	\$900.00		\$0.00
Pump Yardage Fee		cy	\$3.00		\$0.00
Roto Hammer/Bits		day	\$25.00		\$0.00
Soft Cut Saw/blade		day	\$250.00		\$0.00
Cut-Off- Saw/blade		day	\$100.00		\$0.00
Grinder/Disk		day	\$75.00		\$0.00
Motor Buggy		day	\$140.00		\$0.00
Plate Compactor		day	\$75.00		\$0.00
Walk Behind Trowel		day	\$75.00		\$0.00
Rider Trowel		day	\$200.00		\$0.00
Generator		day	\$75.00		\$0.00
					\$0.00

SUBTOTALS:

Material	\$1,785.00
Labor	\$1,154.25
Equipt	\$860.00
Subtotal	\$3,799.25
12% ohp	\$455.91
Total	\$4,255.16

Sent by: ed brennan
 Accepted by: _____
 Based on C.O./Payment within 30-Days

Vee-Jay Cement Contracting Co., Inc.

8053 Chivvis Drive • St. Louis, Missouri 63123-2333 • (314) 351-3366 • FAX (314) 351-5468

General: United Construction
Address 12747 Olive Street Rd. Suite 101
 St Louis , Mo 63141

Date : 9/29/2016

Vee-Jay Job # : 9618

Attn: Kent Koenemann
Job: Olivette Municipal Complex

Address: Olivette , Mo.

Extra Work Order #

Desc: Per Emailed info - Change all asphalt pavement to Heavy Duty Concrete Pavement

Material:

Conc	389.0	cy	\$85.00		\$33,065.00
Rock	193.0	tons	\$15.00		\$2,895.00
cure	60.0	gal	\$3.10		\$186.00
Rebar		lb	\$0.45		\$0.00
Lumber/Forms	420.0	lf	\$1.00		\$420.00
Travel/Per Diem		md	\$100.00		\$0.00
HC Mat		ea	\$150.00		\$0.00

Labor:

2015 Rates - Missouri	S. T.	O. T.		Rate	Rate	
Finisher	84		hours	\$64.00	\$83.00	\$5,376.00
Laborer	96		hours	\$61.00	\$77.00	\$5,856.00
Iron Worker			hours	\$68.00	\$102.00	\$0.00
Operator			hours	\$67.25	\$99.50	\$0.00
Carpenter			hours	\$65.00	\$104.00	\$0.00
Operator + Bobcat	16		hours	\$110.00	\$145.00	\$1,760.00
Superintendent			hours	\$70.00	\$129.00	\$0.00
Teamster w Truck			hours	\$85.00	\$115.00	\$0.00

Equipment:

Truck / Tools-Daily	3	day	\$225.00		\$675.00
Pervious Tools		day	\$300.00		\$0.00
Bobcat		day	\$285.00		\$0.00
Roller	2	day	\$215.00		\$430.00
Compressor/Hammer		day	\$200.00		\$0.00
Telebelt		day	\$900.00		\$0.00
Pump Yardage Fee		cy	\$3.00		\$0.00
Roto Hammer/Bits		day	\$25.00		\$0.00
Soft Cut Saw/blade	2	ea	\$250.00		\$500.00
Cut-Off- Saw/blade		day	\$100.00		\$0.00
Grinder/Disk		day	\$75.00		\$0.00
Motor Buggy		day	\$140.00		\$0.00
Plate Compactor		day	\$75.00		\$0.00
Walk Behind Trowel	3	ea	\$75.00		\$225.00
Rider Trowel	2	ea	\$200.00		\$400.00
Generator		day	\$75.00		\$0.00
					\$0.00

SUBTOTALS:

Material	\$36,566.00
Labor	\$12,992.00
Equip	\$2,230.00
Subtotal	\$51,788.00
12% ohp	\$6,214.56
Total	\$58,002.56

Sent by: ed brennan
 Accepted by: _____
 Based on C.O./Payment within 30-Days



CHANGE ORDER REQUEST

DATE: 9/29/2016

PCO#: 4

9618- - Olivette Municipal Complex

To: Kent Koenemann
 UNITED CONSTRUCTION ENT.CO
 12747 OLIVE BLVD STE.101
 ST LOUIS, MO 63141-6269
Phone: 314-434-9690
Fax: 314-434-0412
Email: kentk@unitedconst.com
CC: EDWARD BRENNAN - Vee-Jay Cement Contracting Co. - Phone: 314-391-1315 - Fax:
 Marissa Ashabranner - Vee-Jay Cement Contracting Co. - Phone: 314-351-3366 - Fax: 314-351-5468

From: Sal Vitale

Phone:
Fax:
Email: samcv@veejaycement.com

Below is the detail for our proposal to complete the following changes in contract work:

- Proposed Change Order: Proposed Changes Per Verbal Info - Original Drawings
 - Proposed Scope of Work:
 - Delete Concrete band at pervious pavement
 - Delete - \$12,715.00
 -
 - Excavate and add 12" depth to all curbs in contact with pervious pavers; leave spoils on top.
 - Add - \$4,255.00
 -
 - Change all asphalt pavement to heavy duty concrete pavement; 8" thick; 4" rock.
 - Add - \$58,000.00

PCO Item	Amount
1 : Proposed Changes Per Verbal Info - Original Drawings :	-12715.00
2 : Proposed Changes Per Verbal Info - Original Drawings :	4255.00
3 : Proposed Changes Per Verbal Info - Original Drawings :	58000.00

Submitted By:

Sal Vitale

Approved By:

9/29/2016

 Kent Koenemann
 UNITED CONSTRUCTION ENT.CO

Date



DATE MAILED: 2/19/16

SUBCONTRACT

Project Name: City of Olivette Municipal Center
Project Number: U-1202

Project Manager: Kent Koenemann
Project Superintendent: Jeff Buenemann (314) 581-3339

This Subcontract, is made as of the *10th day of February Two Thousand Sixteen* ("Effective Date") by and between
"CONTRACTOR"

United Construction Ent. Co. of St. Louis, Inc.
12747 Olive Boulevard, Suite 101
Saint Louis, Missouri 63141

CONTRACTOR TELEPHONE: (314) 434-9690
CONTRACTOR FACSIMILE: (314) 434-0412

AND

"SUBCONTRACTOR"

C & B Paving, Inc.
P.O. Box 1631
Saint Peters, Missouri 63376

SUBCONTRACTOR TELEPHONE: 636-278-8300
SUBCONTRACTOR FACSIMILE: 636-278-8311
SUBCONTRACTOR'S REP:
SUBCONTRACTOR'S REP E-MAIL:

CONCERNING THE FOLLOWING

PROJECT LOCATION: 1150 Dielman, Olivette, Missouri 63132
PROJECT OWNER: City of Olivette
ARCHITECT (or ENGINEER): Archimages, Inc.

PRIME CONTRACTOR:
(if Contractor is a Subcontractor):
CONSTRUCTION MANAGER:

SUBCONTRACT AMOUNT: Base Bid: \$32,300.00; Plus \$900.00 (Prime); Plus \$650.00 (Wheel Stops); Plus \$1,200.00 (Signs); Plus \$2,000.00 (Seal Lot); Plus \$500.00 (Restripe), Less (\$37.00) for OCP Insurance = TOTAL: THIRTY-SEVEN THOUSAND FIVE HUNDRED AND THIRTEEN DOLLARS AND NO/100 \$37,513.00

RETAINAGE under this Subcontract shall be TEN percent (10%)

INSURANCE REQUIREMENTS: See Exhibit "C" attached and Owner/Contractor Contract.

BONDS: _____ ARE X ARE NOT required as a condition of this Subcontract.

SUBCONTRACT WORK: Furnish all labor, material and equipment to complete the "ASPHALT PAVING" Scope of Work per plans and specifications. Includes but not limited to the following: Asphalt Paving; Compacted Stone Base; Asphalt; Geotextile Fabric; Striping Asphalt Only; Prime Rock; 7 Wheel Stops; and 5 Handicap Signs.

SCHEDULED COMPLETION DATE(S): Per Project Schedule

REQUEST FOR PAYMENT DEADLINE: Submit to Contractor by the 25th day of the month on Contractor's "Request for Payment" forms (provided by Contractor).

REQUESTING PAYMENT FOR OFF SITE STORAGE OF MATERIAL _____ IS X IS NOT permitted.

SHOP DRAWINGS, PRODUCT DATA, CATALOG CUTS, SAMPLES, AND SUBMITTALS are to be submitted within TEN days of the Effective Date.

EXHIBITS: Attached to this Subcontract and made a part hereof:

- EXHIBIT "A" Contract Documents
- EXHIBIT "B" Scheduled Completion Dates
- EXHIBIT "C" Insurance Requirements

- EXHIBIT "D" Schedule of Values to be completed by Subcontractor
- EXHIBIT "E" Subcontract Terms
- EXHIBIT "F" Contractors Safety Compliance Policy

BINDING ARBITRATION: THIS SUBCONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. THE CONTRACTOR AND SUBCONTRACTOR AGREE TO THE TERMS ABOVE.

SUBCONTRACTOR: C & B PAVING, INC.

CONTRACTOR: UNITED CONSTRUCTION ENT. CO. of St. Louis Inc.

BY: Bruce Bookaw
PRINTED NAME: Bruce Bookaw
TITLE: President
DATE SIGNED: February 26-2016

BY: Kent Koenemann
PRINTED NAME: KENT KOENEMANN
TITLE: PRESIDENT
DATE SIGNED: 2/16

SUBCONTRACTOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN): _____ (or if sole proprietor or partnership, give Social Security Number). SUBCONTRACTOR'S LICENSE NUMBER: _____
ARE YOU INCORPORATED? X YES _____ NO. THIS IS A DESIGN/BUILD SUBCONTRACT _____ YES X NO
ARE YOU DOING ON-SITE DEMOLITION OR SPOIL REMOVAL? _____ YES X NO

All prices are subject to change at any time due to unpredictable increases in costs of rock, asphalt and haul rates.



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

Approval of Financial Advisory Agreement

Description:

As North Price Road NID construction comes to an end, staff has begun work on the financial reconciliation. Once all costs are in, the Council will be asked to authorize the assessment role and associated final financing. It is anticipated that total costs will come in near \$1.4M, which will be financed through the sale of bonds, to be paid by the property owners.

Staff recommends that the City contract with WM Financial Strategies for assistance on structuring and selling the bonds. Joy Howard of WM Financial Strategies has performed similar services on prior NID projects, as well as the sale of bonds associated with the City Center. WM Financial Strategies' agreement is attached as Exhibit A.

Recommended Action:

Motion to enter into a Financial Advisory Agreement with WM Financial Strategies as outlined in Exhibit A.

Attachments:

Exhibit A – Financial Advisory Agreement

Funding Request:

Cost will be paid through the NID

Submitted by:

Barbara Sondag

CITY MANAGER

FINANCIAL ADVISORY AGREEMENT

THIS FINANCIAL ADVISORY AGREEMENT (The "Agreement") dated as of _____, 2016 is between Joy A. Howard /dba/ WM Financial Strategies and the City of Olivette, Missouri (the "City").

WHEREAS, The City is planning to obtain permanent financing through the sale of bonds (the "Bonds") in connection with the improvements for the North Price Road Neighborhood Improvement District (the "Project"), and

WHEREAS, In order to obtain assistance in structuring and selling the Bonds, the City has agreed to engage WM Financial Strategies as its financial advisor.

NOW THEREFORE, In consideration of the terms set forth herein, WM Financial Strategies and the City agree as follows:

1. AGREEMENT TO HIRE. The City hereby hires WM Financial Strategies to provide the services set forth in the Exhibit to this Agreement.

2. AGREEMENT TO PROVIDE INFORMATION. The City agrees to provide WM Financial Strategies with information including bond documents, Project descriptions and other information required to provide the services set forth in the Agreement.

3. COMPENSATION. WM Financial Strategies will receive a fee equal to \$6,000 if the issue is privately placed. In the event the issue is publicly sold or an offering document (placement memorandum) is required, there shall be an additional \$5,000 fee. Out-of-pocket expenses for courier, reproductions, and postage are included in this fee.

4. PROPERTY OWNERSHIP. All reports, studies and data obtained or compiled as part of this Agreement shall be the property of the City. All such reports, studies and data shall be delivered promptly to the City as completed. The City may additionally request receipt of partially completed reports, studies and data in order to assess the status of completion of services.

5. PAST DUE BALANCES. Any balance that is thirty days past due shall be subject to a finance charge computed at the rate of .50% per month, which is an annual percentage rate of 6%.

6. TERMINATION. This Agreement shall terminate upon the completion of financing for the Project.

The City of Olivette, Missouri

WM Financial Strategies

BY: _____

BY: _____

EXHIBIT SERVICES

- **Bond Structuring**

WM Financial Strategies will develop a financing plan which will include recommendations with respect to the timing of the Bond sale, the size of the issue, maturity schedule, redemption features, reserve funding, investment provisions, and other covenants required to market the Bonds.

- **Document Preparation**

WM Financial Strategies will assist the City and Bond Counsel in the development of the Bond ordinance and other Neighborhood Improvement District financing documents.

- **Paying Agent Selection**

WM Financial Strategies shall assist the City in selecting a Paying Agent.

- **Bond Marketing**

WM Financial Strategies shall develop a marketing plan for the sale of Bonds including preparing a request for proposals, appraising the proposals received and recommending the firm to be selected. WM Financial Strategies shall negotiate the final terms of the sale to reflect the City's best interests. In addition, WM Financial Strategies shall monitor the final rates and prices for consistency with the underwriter's (or purchaser) proposal provided that, following the execution of the purchase agreement, WM Financial Strategies shall not be responsible for monitoring the yields or prices assigned in any sale of the Bonds to investors subsequent to the execution of the purchase agreement.

It is understood that in the event of significant prepayments the size of the financing will be reduced and a private placement may be the best financing approach; however, there is no assurance that a direct purchaser exists for bonds maturing in longer than 10 years. Accordingly, WM Financial Strategies shall prepare a request for "Qualifications/Interest in the Project" and upon receipt of the statements of Qualifications/Interest in the Project advise the City of the feasibility of selling the bonds by a private placement or through a negotiated public sale. In the event the City receives several statements of Qualifications/Interest in the Project and a further selection process is feasible, WM Financial Strategies shall prepare a request for proposals, appraise the proposals received, and recommend the firm to be selected.

- Request for Proposal Documents and Official Statement Preparation

WM Financial Strategies shall prepare a report to accompany the request for Qualifications/Interest in the Project describing the credit of the City, Neighborhood Improvement Bonds and the Project. If a public sale is utilized, WM Financial Strategies will prepare the Preliminary and Final Official Statement (collectively the “Official Statement”) to be used in conjunction with the sale of the Bonds.

- Rating

If it is determined that a rating is required in order to market the securities at favorable rates, WM Financial Strategies shall use its best efforts in obtaining the highest possible rating for issue. The process to be utilized for this purpose will include making a credit review of the City, advising the City of its findings, rehearsing possible rating questions, making an analysis of areas which can be expected to be raised by the rating agency, preparing supplemental reports and schedules for the rating agency, and preparing for a possible visit to the rating agency, if desirable.

- Market Analysis

In order to appropriately advise the City on the establishment of a desirable sale date and to keep the City abreast of the cost of the financing plan under development, WM Financial Strategies shall monitor the following:

- The general condition and trends in the economy.
- The condition of capital markets.
- The status of recently sold bond issues including the yield on the bonds.
- The supply of issues coming to market.

- Mathematical Computations

To analyze different debt patterns, WM Financial Strategies will prepare maturity schedules and other schedules showing mathematical results. These schedules will be prepared using the computer systems and proprietary software maintained by WM Financial Strategies. The schedules will be updated from time to time to reflect changes in market conditions.

- Assessment Analysis

WM Financial Strategies will work with Bond Counsel in preparing and or analyzing assessment models and resultant cash flows.

- Technical Services

WM Financial Strategies provides technical services required to effectuate the Bond closing. These services include the transfer of funds at the time of the Bond closing and obtaining CUSIP identification numbers.

- Other Services

WM Financial Strategies shall provide other financial advisory services as necessary or desirable to complete the financing.

REQUIRED DISCLOSURES

Effective June 23, 2016, the Municipal Securities Rulemaking Board requires disclosures relating to (a) conflicts of interest, (b) disciplinary events filed with the Securities and Exchange Commission, and (c) fee arrangements. These disclosures are set forth below:

- (a) WM Financial Strategies has no known conflicts of interest relating to this transaction.
- (b) Joy A. Howard has not been the subject of any disciplinary event.
- (c) The Municipal Securities Rulemaking Board has identified fees contingent on the closing of a transaction as a potential conflict of interest since it could encourage proceeding with a transaction that may not be feasible; however, WM Financial Strategies has a fiduciary duty to serve in the City's best interest which should mitigate the potential conflict of interest.



**CITY COUNCIL AGENDA SUBMISSION
OCTOBER 25, 2016**

Agenda Item:

Approval to Purchase One (1) Replacement Vehicle for the Olivette Police Department to be utilized by the Patrol Division

Description:

The recently adopted Operating Budget for Fiscal Year 2016-17 included authorization for replacement of two (2) vehicles for the Olivette Police Department. The first was purchased in July 2016; this will be the second one.

Recommended Action:

A motion to approve the purchase of one (1) 2017 Ford Police Interceptor Sedan from Lou Fusz Ford not to exceed \$23,662.00

Attachments:

Lou Fusz Ford Sales Quote dated 9/23/2016

Funding Request:

05-2600-D330 Police Department

Submitted by:

Richard F. Knox, Police Chief

DEPARTMENT HEAD



CITY COUNCIL AGENDA SUBMISSION
October 25, 2016

Agenda Item:

Selection of new City Center Telephone System

Description:

With our current phone system deemed not cost effective to bring up to date and move to the new City Center, exploration of new phone systems began over 1 year ago with preliminary budgeting and progressed over the last 3 months with the exploration and consideration of many systems to provide the best fit for the City.

Recommended Action:

Approve to enter into contract with Tech Electronics, Inc. for purchase of Mitel 5000HX and components along with additional 4 year extended maintenance agreement in amount not to exceed \$51,250.

Attachments:

1. Selection of City Center Phone System Memo
2. Tech Electronics Quotes

Funding Request:

None

Submitted by:

Darren Mann, CPA
DEPARTMENT HEAD



Memorandum

To: City Council
 From: Darren Mann, Finance Director
 Subject: Selection of City Center Phone System
 Date: October 18, 2016

As the council is aware, our current phone system is still functioning but not cost effective to bring up to date. Therefore, City of Olivette was in contact with vendors from major phone system manufacturers for the selection of a phone system to be installed in the new City Center. Once installed and paired with Charter’s fiber network, the new system will act as the phone system for all City locations.

The City was in contact with the following vendors, all of whom participate in a competitively bid procurement program and provided the following quotes for similar systems:

Vendor	Procurement Program	Manufacturer	Equipment Cost	Maintenance Cost	Total System Cost
Advanced Technology Consultants (ATC)	GSA	Toshiba	\$32,356	\$ 9,638	\$41,994
CMS Solutions	WSCA/NASPO	Shoretel	\$53,234	\$13,492	\$66,726
Communications Technologies Inc.(CTI)	GSA	Toshiba	\$27,631	\$ 9,720	\$37,351
SKC Communications	State Contract – KS	Avaya	\$34,301	\$24,550	\$58,851
Tech Electronics, Inc.	NJPA None	Mitel	\$48,376	\$12,646	\$61,003
		Mitel	\$36,090	\$12,646	\$48,736
World Wide Technologies (WWT)	State Contract – MO	Cisco	\$64,939	\$13,247	\$78,186

Demonstrations were conducted throughout the several month process with evaluation based on support length, familiarity with municipalities, service levels, look and feel of handsets, advanced phone system call management features, flexibility of systems, and overall ownership cost. Every manufacturer displayed advantages in at least one aspect making evaluations difficult.

At the conclusion of the initial decision process in September we narrowed the selection to two vendors, Tech Electronics and CTI. At that time, both vendors asked to discuss the advantages and disadvantages of their systems. Meanwhile, another round of evaluations of the two systems by additional staff was conducted and eventually City management and staff came to the conclusion that Tech Electronics would best fit our needs in our current situation.

While Tech Electronics provided a quote utilizing NJPA pricing, they discovered that they were able to provide a lower quote outside of the competitively bid procurement program. They eventually quoted a total system cost of \$48,736, a significant cost savings compared to the cooperative purchasing program's established rate. As a side note, it is anticipated that additional materials and peripherals will be required during installation and setup and therefore an additional contingency of \$2,500 would be requested with the selection of any system.

A formal RFP process was not pursued with this selection under the original assumption that this would be a simple upgrade of only the City Hall phone system. In addition, all major phone manufacturers have competitively bid procurement programs for which the City qualifies. While the final recommendation does not include utilization of a procurement program, I believe that this process followed the intentions of the former and current procurement policies. These intentions include the principals of an open and fair competition, transparency of the process, and acquisition of the highest quality goods at the least expense to the public.

Recommendation

Approve purchase of a Mitel system from Tech Electronics and additional 4 year system software and hardware warranty for an amount not to exceed \$51,250.

SYSTEM BUDGET

Base Bid

CITY HALL MITEL 5000HX AND IP PHONES AT PUBLIC WORKS AND THE REC CENTER

Mitel 5000HX Chassis	1
12-port Embedded Voicemail	1
SIP Trunk License	21
Processor Expansion Card	1
4-Port Single Line Module	1
5340e IP Telephone	55
Attendant Console Software for Receptionist	2
MiVoice Conference Unit with Power Supply	5
Category "D" License.....	55
Category "F" License	5
Phone Manager Desktop Software user license	16
Phone Manager Server	1
File Based Music On Hold	1
Hardware, Labor and Software Warranty	1 year
Labor, Engineering, Project Management, Training, Freight, and Travel	1 Lot
Total Budget	\$ 48,376.00
Four Year Hardware, Labor and Software Warranty, add.....	\$ 12,646.00

Optional extended warranty (years two through five) coverage is as follows:

Includes:

- ALL Parts and Labor coverage 24x7
- Any Available Software Upgrades including technician labor
- Unlimited training on all systems (User and Admin)
- First 30 minutes of Help Desk Technical Support (over the phone support from 8:00 am to 5:00 pm)
- Annual preventative maintenance inspection.

Exclusions:

- Hardware required for software upgrade
- Battery Back Up (UPS)
- Wireless Headsets (not provided by Mitel)
- Cordless Phones (not provided by Mitel)

SYSTEM BUDGET

Base Bid

CITY HALL MITEL 5000HX AND IP PHONES AT PUBLIC WORKS AND THE REC CENTER

Mitel 5000HX Chassis	1
12-port Embedded Voicemail.....	1
SIP Trunk License	21
Processor Expansion Card	1
4-Port Single Line Module	1
5340e IP Telephone	55
Attendant Console Software for Receptionist	2
MiVoice Conference Unit with Power Supply	5
Category "D" License	55
Category "F" License.....	5
Phone Manager Desktop Software user license	16
Phone Manager Server.....	1
File Based Music On Hold.....	1
Hardware, Labor and Software Warranty	1 year
Labor, Engineering, Project Management, Training, Freight, and Travel	1 Lot
Total Budget	\$ 36,090.00
Four Year Hardware, Labor and Software Warranty, add.....	\$ 12,646.00

Optional extended warranty (years two through five) coverage is as follows:

Includes:

- ALL Parts and Labor coverage 24x7
- Any Available Software Upgrades including technician labor
- Unlimited training on all systems (User and Admin)
- First 30 minutes of Help Desk Technical Support (over the phone support from 8:00 am to 5:00 pm)
- Annual preventative maintenance inspection.

Exclusions:

- Hardware required for software upgrade
- Battery Back Up (UPS)
- Wireless Headsets (not provided by Mitel)
- Cordless Phones (not provided by Mitel)



**CITY COUNCIL AGENDA SUBMISSION
OCTOBER 25, 2016**

Agenda Item: Request for Document Destruction

Description: Requests from the City Clerk and Human Resources Administrator to destroy documents according to Ordinance 2552.

Attachments:

1. Memo with attachment from the City Clerk to the Olivette City Council, dated October 19, 2016, outlining documents to be destroyed.
2. Memo with attachment from the Human Resources Administrator to the Olivette City Council, dated October 21, 2016, outlining documents to be destroyed.

Recommended Action: Motion to authorize the destruction of documents as defined in the attached memo from the City Clerk dated October 19, 2016, and in the attached memo from the Human Resources Administrator, dated October 21, 2016.

Submitted by:

Myra G. Bennett, CMC/MPCC
City Clerk

Denise Mandl
Human Resources Administrator



Memorandum

To: City Council
From: Myra Bennett, City Clerk
Subject: Document Destruction
Date: October 19, 2016

The City Clerk is requesting that the following documents be securely destroyed under the following document retention classifications, adopted by Ordinance #2552. Relevant pages of retention policy containing the classification of documents requested for destruction are attached.

<u>Classification</u>	<u>Description</u>	<u>Dates</u>
GS 066	Public Information Requests and Documentation Sunshine Law requests	2005-Oct. 2013
GS 050	Permits and Licenses Solicitor License applications and documentation	2005-Oct. 2014
GS 044	Commission and Appointment Records Board/Commission appointment files/resumes/ requests for appointment/cover letters	2005-2011
GS 014	Mailing Lists Subdivision Trustee listings and updates	2007-2015

Document Destruction Request – City Clerk – October 25, 2016

Public Information Requests (Sunshine Law Requests) and Documentation (2005 – October 2013)

GS 066

Public Information Requests and Documentation

<i>Also Called:</i>	Sunshine Law Requests; Open Records Requests; Request for Voter Information Data
<i>Function:</i>	Requests for information pursuant to RSMo 610 (Sunshine Law) and related documentation.
<i>Content:</i>	May include, but is not limited to: a description of the records being requested (a specific document created on a certain date, or records of a general subject matter within a general date span); whether a copy will be required or the records will be viewed in person; and the name, address, phone number or electronic mail address of the person requesting information. If the record does not exist or cannot be found, certification of this information may be included. When a request is denied, contents may also include a statement of denial, appeal records, documentation of review and decision.
<i>Minimum Retention:</i>	Retain request forms for military information 5 years. (RSMO 59.480) Retain all other requests 3 years.
<i>Disposition:</i>	Destroy
<i>Approval Date:</i>	August 24, 2005

Solicitor Licenses (2005 – October 2014)

GS 050 Permits and Licenses

<i>Also Called:</i>	Building Trades Certification; Contractor Licensing File; Application for Motor Vehicle License; Business License; Facility Use Permit; Parade Permit
<i>Function:</i>	Records documenting review, background investigations, recommendations and other actions related to permits and licenses issued for various activities such as: the use of public facilities for dances, parades, etc.; the operation of retail and other businesses including sales, solicitors, second-hand dealers and taxi cabs; also tree removal, temporary signs, keeping livestock, billboards, etc.
<i>Content:</i>	May include: applications, background investigation reports, permits, licenses, renewals and related records.
<i>Minimum Retention:</i>	Retain 2 years after expiration.
<i>Disposition:</i>	Destroy securely
<i>Note:</i>	This record series does not apply to several types of permit records related to construction, certain public works functions, and others. See: GS 052 for Building Permits and Applications. See: specific office schedules for other permits.
<i>Approval Date:</i>	August 24, 2004

*Board and Commission Appointment Files
(2005 - 2011)*

GS 044 Commission and Appointment Records

Also Called: Board Committee files; Appointment files

Function: Appointments made by authorized elected officials to committees, boards, commissions, task forces, other advisory groups, or public offices.

Content: May include applications, interview notes, resumes, staff reports, letters of recommendation, letters of appointment, and related non-routine correspondence.

Minimum Retention: Record in official minutes. Retain records 1 year after expiration of appointment.

Disposition: Destroy securely.

Approval Date: August 24, 2004

*Subdivision Trustee Information
(2007 - 2015)*

GS 014 Mailing Lists

Also Called:

Function: Lists compiled to facilitate billing, official notification, etc.

Content: May include: name of individual, group or business, address, name and title of contact person, telephone number, comments and similar data.

Minimum Retention: Destroy when superseded or obsolete

Disposition: Destroy

Approval Date: August 15, 2001



Memorandum

To: City Council
From: Denise M. Mandle, HR Administrator
Subject: Document Destruction
Date: October 21, 2016

The HR Administrator is requesting that the following documents be securely destroyed under the following document retention classifications, adopted by Ordinance #2552. Relevant pages of retention policy containing the classification of documents requested for destruction are attached.

<u>Classification</u>	<u>Description</u>	<u>Dates</u>
GS 028	Time and Attendance Records Timesheets	2009-2013
GS 062	Employment Recruitment and Selection Records Employment Applications	2008-2013

Document Destruction Request – HR Administrator – October 25, 2016

GS 028

Also Called:

Function:

Content:

Minimum Retention:

Disposition:

Note:

Approval Date:

Time and Attendance Records

Time sheets, Time Cards, Attendance reports, Absence reports, Sign in/Sign out cards, Work Assignment Schedule, Work Schedule, Work Assignment File

Records documenting hours worked and leave hours accrued or taken by employees on a daily, weekly, or monthly basis. Also documents hours of court ordered community service completed by non-employees.

May include: name, social security number, hours worked, type and number of leave hours taken or accrued, total hours, dates, signatures and related data.

3 years plus completion of audit

Destroy securely

See also: Leave Requests

August 19, 2003

GS 062

Also Called:

Function:

Content:

Minimum Retention:

Disposition:

Note:

Approval Date:

Employment Recruitment and Selection Records

Employee Application Files; Applications for Employment

Documents the recruitment and selection of employees. Records may also document the recruitment and selection of contracted service providers such as attorneys, auditors, insurance agents, consultants, and others.

Records may include but are not limited to job announcements and descriptions, applicant lists, applications and resumes, position advertisement records, civil service and other examination records, classification specifications, affirmative action records, interview questions, interview and application scoring notes, applicant background investigation information, letters of reference, civil service records, position authorization forms, certifications of eligible applicants, recruitment summary records (job announcement, position description, documentation relating to the announcement and test, and test items and ratings levels), and related correspondence and documentation.

Retain announcement records, position description, and test and rating records 3 years;

Retain unsolicited applications and resumes 6 months if not returned to the solicitor; Retain unsuccessful applications, background checks and other records 1 year after position filled or recruitment canceled.

Destroy securely.

See also: Employee Personnel Records and Employment Eligibility Verification Forms (I-9).

August 24, 2004



**CITY COUNCIL AGENDA SUBMISSION
OCTOBER 25, 2016**

Agenda Item:

Review and Approval of the Minutes of the September 27, 2016 City Council Meeting & the October 4, 2016 Work Session Meeting.

Recommended Action:

Motion to approve the minutes of the September 27, 2016 City Council Meeting & the October 4, 2016 Work Session Meeting.

Attachments:

- Draft Minutes – September 27, 2016 City Council Meeting
- Draft Minutes – October 4, 2016 Work Session Meeting

Submitted by:

Myra G. Bennett, CMC/MPCC
City Clerk

DEPARTMENT HEAD

**CITY OF OLIVETTE
CITY COUNCIL MEETING MINUTES
September 27, 2016**

The Olivette City Council met on September 27, 2016 at 7:00 PM in the Council Chambers at Olivette City Hall located at 9473 Olive Boulevard, Olivette, Missouri. Mayor Ruth Springer called the meeting to order.

Item #1 – Roll call

On roll call, the following persons were present: Mayor Ruth Springer, Chairman Pro-tem J. Gregory Carl, Council Member Maxine Weil, Council Member Missy Waldman and Council Member Suzanne Sewell.

Also in attendance were City Attorney Paul Martin, Police Chief Rick Knox, Fire Chief Scott Avery, Finance Director Darren Mann, Parks and Recreation Director Beverly Tucker Knight, and City Clerk Myra Bennett. City Manager Barbara Sondag was absent with excuse.

Item #2 – Communications

City Clerk Bennett noted that no written communications were submitted for the September 27, 2016 City Council meeting; however, there is a presentation to be made by the Olivette Fire Department.

Fire Chief Avery noted that the Fire Department employees have collected donations within the department, as a donation to the USO. Firefighter/Paramedic Jim Rujawitz presented a donation in the amount of \$1000 to Susan Hansen, representative for the USO.

Item #3 – City Manager’s Report

Finance Director Mann gave the following report, in the City Manager’s absence:

- Work continues on the Old Bonhomme Road Improvement Project. Despite the City’s efforts, the utility companies continue to delay the work that needs to be performed along Old Bonhomme, which may affect the completion date of the project.
- With the North Price NID nearing completion, the process will begin to transfer ownership of the roadway to the City. Final financing numbers for the project should be completed shortly.
- Progress continues on the new facility. The City Council will begin planning for a ribbon cutting and open house for the new facility in the near future.
- The “Party in the Park” event, held last week at Warson Park, was a success. Congratulations to the Parks and Recreation Department for their work on the event.
- “Boo Bash” will be held on October 22nd, from 5:00 PM – 8:00 PM at Warson Park.
- “Turkey Trot” 5K walk/run will be held on November 24th at 8:00 AM at Stacy Park. Registration is now open. This year, “chip timing” will be used to track placement of runners in the race.
- The regular City Council meeting, scheduled to be held on October 11th, has been cancelled in observance of Yom Kippur.
- A “Social Hour with the Mayor” event was held last week. Mr. Greg Yawitz, Keat Properties, was the Mayor’s guest.

Item #4 – City Council Reports

Council Member Sewell and Council Member Weil both stated that they have attended no additional meetings.

Council Member Waldman stated that the Planning and Community Design Commission (PCDC) meeting scheduled for September 15th, was rescheduled to September 29th; therefore, she has no report at this time.

Chairman Pro-tem Carl noted that he attended the joint meeting with the Economic Development Commission (EDC) meeting on September 21st; however, since the other Council Members were in attendance, he has nothing to report.

Mayor Springer stated that a "Social Hour with the Mayor" event was held on September 21st. She noted that the guest speaker was Greg Yawitz, Keat Properties, and he gave a report on his work thus far on the I-170/Olive Boulevard redevelopment project. She stated that Mr. Yawitz presented preliminary plans; however, he noted that there have been no negotiations, due to the fact that he is not far enough along in the process at this point.

Mayor Springer reported that she attended the Olivette Housing Authority meeting this afternoon. She stated that the St. Louis County Housing Authority does a great job in managing these properties. She noted that the occupancy rate for the Olivette units is 100%, and the housing units are in great shape.

Mayor Springer noted that she attended a Municipal League meeting, which included a presentation by Great Rivers Greenway regarding the Riverfront Project. She stated that she is hoping that she can schedule Great Rivers Greenway to attend a meeting with the Olivette City Council regarding their ongoing projects.

Item #5 – August Financial Report

Finance Director Mann gave a summary of revenues and expenditures for all funds for the City of Olivette, for the period ending August 31, 2016. He noted that total revenues remain below expectations at 12.71% of total budget, but are higher than last year by \$39,441. He reported that expenditures are at 16.06% of budget, and they are \$30,668 lower than last year.

Item #6 – Hearing from Citizens (Part I)

Mark Biernacki, 31 Kentom Drive, addressed the City Council stating that he is proud of Olivette's Police and Fire Department personnel for their community spirit. He also noted that, although he missed the Party in the Park event, he has heard from several people that the event was "awesome". Mr. Biernacki thanked Parks and Recreation Director Tucker-Knight for her work and the changes that she has made within the department.

OLD BUSINESS – None.

NEW BUSINESS

Item #7 – Bill #2821 - An Ordinance Amending Certain Provisions of the Olivette Municipal Code to Comply with Missouri Senate Bill No. 572 Relating to Nuisances and Municipal Court Fines - First and Second Readings

City Clerk Bennett read Bill #2821 - An Ordinance Amending Certain Provisions of the Olivette Municipal Code to Comply with Missouri Senate Bill No. 572 Relating to Nuisances and Municipal Court Fines, for the first time, by title only.

City Clerk Bennett noted that there has been a request that a second reading and approval of this bill be held at tonight's meeting.

DRAFT

Council member Chairman Pro-tem Carl made a motion to set aside ordinary rules and read Bill #2821 for a second time at tonight's meeting. Motion seconded by Council Member Waldman.

POLL OF THE COUNCIL:

Chairman Pro-tem Carl	Yea
Council Member Waldman	Yea
Council Member Sewell	Yea
Council Member Weil	Yea
Mayor Springer	Yea

Motion passed.

Mayor Springer closed the regular meeting at approximately 7:28 PM, and opened the floor for a public hearing regarding this matter.

City Attorney Martin reported that Senate Bill 572 approved amendments to Senate Bill 5, pertaining to Municipal Court fines and nuisances, and that the proposed Bill #2821 would incorporate those amendments into the City Code and bring the City Code into compliance with State law. City Attorney Martin noted that parts of Senate Bill 5 have been found unconstitutional by the courts. He noted that amendments to Senate Bill 5 include an amended definition for "minor traffic violations" and adds the definition of "municipal ordinance violations". He noted that the bill also amends the general penalties for violations by decreasing the fine from \$300 to \$225. Council discussion held regarding the amendments.

Mayor Springer asked if there is anyone in the audience who wished to address the City Council regarding this issue. Being none, Mayor Springer closed the public hearing at approximately 7:37 PM, and reconvened to the regular meeting.

City Attorney Martin noted that the amendments made by Senate Bill 572 went into effect on August 26th, and this is the reason that the City is requesting that the City Council hold a second reading and approve the proposed bill at tonight's meeting.

Mayor Springer asked the City Clerk to read Bill #2821 for the second time. City Clerk Bennett read Bill #2821 - An Ordinance Amending Certain Provisions of the Olivette Municipal Code to Comply with Missouri Senate Bill No. 572 Relating to Nuisances and Municipal Court Fines, for the second time, by title only.

Chairman Pro-tem Carl made a motion to approve Bill #2821 - An Ordinance Amending Certain Provisions of the Olivette Municipal Code to Comply with Missouri Senate Bill No. 572 Relating to Nuisances and Municipal Court Fines. Motion seconded by Council Member Sewell.

POLL OF THE COUNCIL:

Chairman Pro-tem Carl	Yea
Council Member Sewell	Yea
Council Member Waldman	Yea
Council Member Weil	Yea
Mayor Springer	Yea

Motion passed. By action of the City Council, Bill #2821 becomes Ordinance #2595.

Item #8 - Review and Approval of the Minutes of the September 1, 2016 Special Meeting, September 13, 2016 Regular City Council Meeting, and September 21, 2016 Special Meeting.

Mayor Springer asked if there were any corrections to be made to the minutes of the September 1, 2016 Special Meeting, September 13, 2016 Regular City Council Meeting, and September 21, 2016 Special Meeting.

Being none, Council Member Waldman made a motion to approve the September 1, 2016 Special Meeting, September 13, 2016 Regular City Council Meeting, and September 21, 2016 Special Meeting as written. Motion seconded by Council Member Sewell.

POLL OF THE COUNCIL:

Council Member Waldman	Yea
Council Member Sewell	Yea
Council Member Weil	Yea
Chairman Pro-tem Carl	Yea
Mayor Springer	Yea

Motion passed.

Item #9 – Hearing from Citizens (Part 2)

No speaker cards were submitted.

Item #10 – City Attorney’s Report

City Attorney Martin stated that the Cities’ brief was filed on Monday, regarding the Police Standards case. St. Louis County will have 15 days to respond, and a decision should be made within three to six months.

City Attorney Martin noted that the Planning and Community Design Commission (PCDC) will be discussing the location of telecom services at their meeting this Thursday. A recommendation will be coming forward to the City Council shortly.

Council Member Waldman asked if the City Attorney had seen the article regarding AT&T wanting all poles to be “hot spots”, and asked if this is related to the PCDC discussion to be held on Thursday. City Attorney Martin stated that he has seen the article, and it is related to the discussion on Thursday.

Council Member Waldman asked who will be doing the oral argument for the Cities in the Police Standards case. City Attorney Martin stated that he is unsure at this point; however, Attorney Bob Jones did the oral arguments before the trial courts.

Item #11 – Adjournment

Being no further business, Council Member Weil made a motion to adjourn the meeting. Motion seconded by Council Member Sewell. Mayor Springer adjourned the meeting at approximately 7:45 PM.

Mayor Ruth Springer

ATTEST:

Myra G. Bennett, CMC/MPCC
City Clerk
City of Olivette



**Olivette City Council
Work Session
7:00 PM Tuesday, October 4, 2016
Council Chamber, Olivette Government Center
9473 Olive Boulevard**

Item #1 – Roll Call

Meeting was called to order at 7:00 PM. On roll call, the following persons were present: Council Member Suzanne Sewell, Council Member Missy Waldman, Council Member Maxine Weil, Chairman Pro-Tem J. Gregory Carl, and Mayor Ruth Springer.

Also in attendance: City Manager Barbara Sondag.

Item #2 – Approval of Furniture Purchase.

The City Council was presented with the final furniture purchase order for the new City Center.

Motion by Chairman Pro-Tem Carl to authorize the City Manager to enter into a contract with POE for the purchase, delivery and installation of new and existing furniture for the City Center at an amount not to exceed \$260,000. Seconded by Councilmember Waldman.

On Roll Call:

Council Member Sewell – Yes
Council Member Weil – Yes
Council Member Waldman – Yes
Chairman Pro-tem Carl – Yes
Mayor Springer – Yes

Motion Passed.

Item #3 – Municipal League of Metro St. Louis.

The Mayor updated the City Council on topics of discussion at the Municipal League of Metro St. Louis. Specifically, the Mayor informed the City Council of current Municipal League discussions regarding the possibility of the City of St. Louis entering the County as the 91st municipality.

Item #4 – New City Center – Construction Update and Discussion

The City Council discussed the current construction schedule and set a date for a ribbon cutting ceremony.

Motion by Council Member Waldman to enter closed session pursuant to the Revised Statutes of the State of Missouri to discuss legal matters pursuant to Section 610.021(1) and real estate matters pursuant to Section 610.021(2). Seconded by Chairman Pro-tem Carl.

On Roll Call:

Council Member Sewell – Yes
Council Member Weil – Yes
Council Member Waldman – Yes
Chairman Pro-tem Carl – Yes
Mayor Springer – Yes

Motion Passed. The Council entered closed session at 9:00 PM.

Council exited closed session at 10:07 PM.

Item #5 – Adjournment

Motion by Council Member Waldman to adjourn. Seconded by Chairman ProTem Carl.

Mayor Ruth Springer

ATTEST:

Myra G. Bennett, CMC/MPCC
City Clerk
City of Olivette



CITY COUNCIL AGENDA SUBMISSION

Agenda Item:

Hearing from Citizens (Part 2)

Description:

Olivette citizens and businesses express concerns, discuss issues, and make requests of the City Council's assistance in getting matters resolved.

The Mayor and City Council would like to remind the audience of the following:

1. The purpose is to hear your concerns, issues, and questions.
2. Cards submitted after the beginning of 1st "Hearing from Citizens" will not be called until the 2nd "Hearing from Citizens".
3. The Chair has discretion to allow individuals to speak without previously submitting a card; however, those individuals will also need to complete a card.
4. Personal attacks of Council Member, Staff, and/or individuals are not permissible.
5. Any question should be directed to the Chair and only the Chair.
6. Questions concerning agenda items may be addressed by Council or staff at the time the agenda item is discussed.
7. Questions that are not pertaining to agenda items may receive an answer by the method of your choice; indicated at the bottom of the submittal cards.
8. Profanity is not allowed.
9. Campaigning and electioneering are not permitted.

"Hearing from Citizens" is not intended to be an open discussion. It is intended to provide an opportunity for citizens to be heard at official meetings.

When called, please step to the podium; state your name and your address before addressing your subject matter.

Each person has up to three (3) minutes to speak. Should your time elapse, you are welcome to continue at the second hearing from citizen's session again, for up to 3 minutes.